

MASTER AGREEMENT

This Master Agreement (hereinafter "Agreement"), made and entered by and between IBOOMERANG.COM, INC. ("IBOOMERANG" or "We" or "Us"), an Ohio Corporation, with its principal place of business at 6450 Poe Ave., Suite 104, Dayton, Ohio 45414, and You, and it contains the complete terms and conditions that apply to your license to use and/or access the products and services provided by IBOOMERANG.

RECITALS

WHEREAS, IBOOMERANG provides strategic marketing tools that efficiently and securely gather, transform, and facilitate the success of businesses;

WHEREAS, IBOOMERANG offers a non-exclusive license to You to use the IBOOMERANG products and services for You which You paid.

NOW, THEREFORE, for good and valuable consideration including the mutual agreements, representations, warranties, provisions and covenants contained herein, You and IBOOMERANG, intending to be legally bound, agree as follows:

BY ACCESSING AND/OR USING AN IBOOMERANG PRODUCT OR SERVICE, YOU REPRESENT AND WARRANT THAT YOU ARE: AT LEAST EIGHTEEN (18) YEARS OF AGE; AUTHORIZED TO BIND THE PARTY DESIGNATED HEREAFTER AS "YOU"; AGREE TO BECOME BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS AND/OR USE IBOOMERANG PRODUCTS AND SERVICES.

1. Definitions

- a. **"You" or "Your"** means:
 - i. the individual or legal entity trialing or purchasing a "subscription(s)"; or,
 - ii. the individual accessing or using the IBOOMERANG tools; or,
 - iii. An Active Authorized User as defined by the "Agency in a Box" Licenses and Services Agreement.
- b. **"Affiliated Entities"** means IBOOMERANG, and any licensors and suppliers providing any part of the Software and/or Services; and all subsidiaries, affiliates, officers, employees, consultants, and agents of any of the foregoing.
- c. **"Content"** means all code, data, text, images, sounds, computer programs, and any other information, including without limitation everything that is uploaded by or for You in connection with your use of the Services including without limitation photographs, caricatures, illustrations, designs, icons, articles, audio clips, trademarks, logos, and video clips.
- d. **"Service" or "Services"** products and services include, but are not limited to, the Agency Websites and Agent Subsites, Agency Interface, AV Tracking Tool, Web Conferencing Tool, Template Tool, Business Responder Tool, Volume Marketing Tool, Self-Managed Website Tool, Contract Management Tool, Shortcut Tool/URL, Dynamic Event Calendar, Landing Page and the Corporate Managed Website Tool (individually and collectively referred to as the "Services"). means the IBOOMERANG web demonstration and presentation collaboration services acquired by a Subscriber as described in the applicable order for such services accepted by IBOOMERANG and placed with IBOOMERANG directly or via an authorized reseller.
- e. **"Site"** means <http://www.iboomerang.com>, or any successor or parallel web site.
- f. **"Subscriber"** means You, the person that placed an order for Services, or upon whose behalf an order was placed, on the IBOOMERANG website.
- g. **"Subscription Contract"** means the products, services and terms selected when placing an order for Services on the www.iboomerang.com website.

2. **Subscription Services and Corporate Subscription Plans.** This Agreement sets forth the terms and conditions governing Your use of and IBOOMERANG's performance and delivery of its IBOOMERANG

Service. Subscriber may subscribe and purchase the Service by executing a Subscription Contract for Services on the iBoomerang.com website. Service is for Subscriber's use only, and Subscriber may not resell service to third party individuals and entities. Each Subscription Contract will be subject to this Agreement. In the event of an inconsistency or conflict between this Agreement and a Subscription Agreement, this Agreement shall govern. This Agreement is effective upon your submission and payment for a Subscription Order. You agree to be bound by the terms and conditions of this Agreement by using the IBOOMERANG's Services. Please read this Agreement carefully and maintain a copy for your records. Subscriber shall provide all information reasonably necessary to enable IBOOMERANG to create profiles for each Subscriber accessing IBOOMERANG's Services. During the Term of this Agreement Subscriber shall be responsible for updating any and all Subscriber's information.

3. **Software License.** Subject to Your compliance with the terms and conditions of this Agreement, IBOOMERANG hereby grants You a non-exclusive license during the Term to use the Services solely for the purpose for which they were intended. IBOOMERANG grants You this non-exclusive license to use the IBOOMERANG Services You selected in the Subscription Contract subject to You paying Service fees on a timely basis, or until the Agreement is otherwise terminated
4. **Term.** The term of this Agreement ("Term") begins on the Commencement Date which shall be the date upon which the Subscription Contract is executed, and shall end pursuant to the term of the Subscription Contract. The minimum term of any Subscription Contract shall be for the term selected when you purchased IBOOMERANG products. This Agreement and any associated contract, exhibit or addendum shall continue and renew for the same term automatically at the end of the Term, for a minimum renewal term of equal length, unless either party notifies the other of its intent to terminate this Agreement by providing the other party written notice of termination at least thirty (30) days prior to the end of any term of the Agreement or of any Service period. Written notice of cancellation must be delivered to IBOOMERANG submitted via the IBOOMERANG website. Your cancellation shall become effective thirty (30) days after IBOOMERANG issues a Cancellation Confirmation Number for notices received via the IBOOMERANG website. You must receive a Cancellation Confirmation Number for your notice of cancellation via the IBOOMERANG website to be effective. It is your responsibility to ensure You receive this Cancellation Confirmation Number. You remain liable for all unpaid fees for the duration of your Term or renewal term. IBOOMERANG in its sole discretion may terminate this Agreement immediately if You breach this Agreement. Service fees and charges are non-refundable. Subscribers taking advantage of savings offered by purchasing extended Subscription Contracts, such as an annual Subscription Contract, shall remain liable for the entire balance of that extended term irrespective of whether You want to terminate Your Subscription Agreement. You understand and agree that this term is reasonable and necessary for IBOOMERANG to offer extended term savings and that the remaining fees due to IBOOMERANG amount to liquidated damages and not a penalty.

If at any time You change your service You'll be subject to any requirements, such as a new minimum term, we set for that change. All terminations by You become effective on the last day of the then current billing cycle. You remain responsible for all fees and charges incurred until then. IBOOMERANG shall not be responsible for providing You any partial month credits or refunds.

Your Service is subject to IBOOMERANG's business policies, practices, and procedures, which IBOOMERANG can change at any time without notice. We reserve the authority to change prices and any other terms in this Agreement at any time by giving You written notice prior to the billing period in which the changes would go into effect. If You choose to use your service after that point, You're accepting the changes. If the changes have a material adverse effect on You, however, You can end the affected service, without any early cancellation fee or termination fee, by providing us written notice thirty (30) days after the first bill when the changes go into effect.

5. **Payments.** IBOOMERANG reserves the right to suspend or terminate Your Service five (5) days after the due date of a correctly rendered and non-contested invoice in the event that You fail to pay IBOOMERANG by the due date. IBOOMERANG may change the fees and charges then in effect, or add new fees or charges, whenever this Agreement renews by providing You thirty (30) days notice of such changes. The fees payable to IBOOMERANG by You shall be exclusive of all governmental, federal, state

or local excise, sales, value-added, use and other taxes now or hereafter levied or imposed on the Service provided under this Agreement. You agree to pay or have paid all fees and charges incurred in connection with Service (including any applicable taxes) at the rates in effect when the charges were incurred. You are responsible for any fees or charges incurred to access Service through an Internet access provider or other third party service.

- 6. Credit Card Authorization.** Monthly periodic fees for the Term shall be billed automatically to the credit card provided to IBOOMERANG by You when You entered into the Subscription Contract. Payments are due prior to activation of the Service. Unless otherwise stated, as a condition to the right to use the Service, You must provide a valid credit card number belonging to You with available credit sufficient to pay the applicable Service fees. In the event that You cancel this credit card or it is otherwise terminated, You must immediately provide IBOOMERANG with a new valid credit card number. You authorize IBOOMERANG, from time to time, to undertake steps to determine whether the credit card number provided is a valid credit card number. In the event that You do not provide a current valid credit card number with sufficient credit upon request during the effective period of this Agreement, You will be in violation of this Agreement, and IBOOMERANG may terminate this Agreement with You immediately and collect an early cancellation fee if applicable. If the card cannot be verified, is invalid, or is not otherwise acceptable, the Services may be deferred, suspended, or cancelled by IBOOMERANG without notice and You remain liable to IBOOMERANG for payment. You agree to update Your card information and to keep it current at all times. A credit card authorization form must be completed with your Subscription Contract. All prices are given and must be paid in U.S. dollars. All prices exclude applicable taxes, duties, and similar charges, which will be charged to and paid for by You. You will cause those who access the Services through your account, including Subscribers, to comply with the terms and conditions of this Agreement. You agree to pay all amounts due under this Agreement and to be responsible for all activity in your account for the Services, including payment of fees incurred at the direction of any Subscriber(s). IBOOMERANG does not accept debit cards for payment of fees. In the event that Subscriber provides a debit card number instead of a credit card number, Subscriber authorizes IBOOMERANG to make all charges described in this Agreement to Subscriber's debit card account. SUBSCRIBER, AND NOT IBOOMERANG, IS RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO SUBSCRIBER'S CREDIT CARD BY A THIRD PARTY, WHICH WERE NOT AUTHORIZED BY SUBSCRIBER.
- 7. Purchase Order Billing.** Purchase order billing is available to qualified Subscribers. Periodic fees for the Term as specified in the Subscription Contract, shall be billed automatically to the purchase order designated to IBOOMERANG prior to the Commencement Date of the initial Term and at the start of each renewal period. Payments are due prior to activation of the Service. Purchase order invoices are due and payable, in U.S. dollars, within fifteen (15) days of the Commencement Date of any Subscription Period.
- 8. Trial Offers, Coupons, Credits and Special Offers.** IBOOMERANG reserves the right to discontinue or modify trial offers, coupons, credits and special promotional offers at IBOOMERANG' sole discretion. Any trial offer associated with the Service entitles new Subscribers to a one-time free trial usage period. At the end of the trial period the Subscriber will be automatically terminated unless a paid service plan is purchased prior to the end of the trial period as set forth in the Contract.
- 9. Ownership.** The Services are licensed, not sold, solely for use under the terms of this Agreement. Except as specifically set forth herein, IBOOMERANG and the other Affiliated Entities retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, software, and copies relating to the Services. All graphics, logos, service marks, and trade names, including third-party names, product names, and brand names (collectively, the "Marks") relating to the Services are the trademarks of IBOOMERANG or the other Affiliated Entities. You are prohibited from using any Marks without the prior written permission of IBOOMERANG or the applicable Affiliated Entities. IBOOMERANG reserves all rights not expressly granted in this Agreement.
- 10. Licensed Content.** You retain copyright and other rights to content submitted and displayed on IBOOMERANG's servers ("Content"). You grant to IBOOMERANG a non-exclusive, perpetual, irrevocable and royalty-free license ("Content License") to use, in any manner whatsoever, including for

IBOOMERANG's financial benefit, the Content which you submit or display on IBOOMERANG's servers. This Content License shall survive the termination of this Agreement.

- 11. Competitive Products.** You agree to refrain from using, advertising, displaying or otherwise integrating any other product on or with Your website that may compete IBOOMERANG's Services or products. In the event that You violate this Agreement, You hereby agree that IBOOMERANG will sustain irreparable harm, that IBOOMERANG will not have an adequate remedy at law, and that IBOOMERANG shall be entitled to a temporary restraining order and preliminary and permanent injunctive relief to prevent any continuation of any violation of this Agreement.
- 12. Use of Subscriber Name.** Subscriber agrees that IBOOMERANG may use Subscriber's name and logo in advertisements, other promotional material and IBOOMERANG' website.
- 13. Use and Delivery of Services.** You are responsible for maintaining the confidentiality of Subscriber accounts and passwords. You agree to immediately notify IBOOMERANG of any unauthorized use of Your account to which You become aware. The right to use the Service is limited to You and authorized registered Subscribers and their invited attendees and includes those members of staff and others engaged by You to perform work for You. You shall be liable to, and indemnify IBOOMERANG, any third-party claiming damages as a result of Your willful or negligent violation of this provision.
- 14. Basic Audio Conferencing.** IBOOMERANG provides basic audio conferencing services via Telejunction's "Free Bridge" service. The phone number dialed by each participant; is considered a long distance number, and is NOT toll free, and will be billed accordingly to each user by their respective long distance carrier. IBOOMERANG does not profit from the use of this system but merely provides the access for convenience. The "Free Bridge" services are not under the control of IBOOMERANG. IBOOMERANG is not responsible for the reliability or quality of the audio conferencing component. IBOOMERANG provides basic audio conferencing to You only as a convenience and the inclusion of the audio conference phone number does not imply IBOOMERANG' endorsement of the Free Bridge service. Your use of the audio conferencing component is entirely at your own risk. IBOOMERANG may remove this feature at any time from the service.
- 15. Network Security.** Violations of system or network security are prohibited, and may result in criminal and civil liability. IBOOMERANG will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, but are not limited to, the following:
 - a. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
 - b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
 - c. Interference with Service to any Subscriber, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- 16. Improper Use.** Services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. You agree not to:
 - a. use the Services in connection with chain letters, junk mail, surveys, contests, pyramid schemes, spamming (Spam has been defined by the U.S. CAN-SPAM Act of 2004 as unsolicited commercial email), or any duplicative or unsolicited messages, or any use of distribution lists to any person who has not given specific permission to be included in such a process (commercial or otherwise);

- b. use the icons provided by IBOOMERANG for purposes other than connecting to the collaboration service provided by IBOOMERANG;
- c. harvest or otherwise collect information about others, including e-mail addresses, without their express consent;
- d. use, download, or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of IBOOMERANG' Subscribers or other Subscriber or usage information or any portion thereof other than in the context of use of the Services as permitted under the Agreement;
- e. interfere with any other party's use and enjoyment of the Services or otherwise use the Services in any manner that could damage, disable, overburden, impair, or otherwise interfere with or disrupt the Site or Services or any networks connected to the Services;
- f. attempt to gain unauthorized access to the Services, other accounts, computer systems, or networks connected to the Services, through password mining or any other means;
- g. rent, lease, grant a security interest in, or otherwise transfer any rights to use the Services under this Agreement;
- h. reverse-engineer, modify, decompile, disassemble, translate, or otherwise attempt to derive or view source code from any part of the Software or the Services;
- i. defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- j. upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consent to do the same;
- k. upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar information that may damage the operation of another's computer or property or information;
- l. falsify or delete any copyright management information, such as 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.

Unless expressly set forth herein, You may not use, copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver, or otherwise transfer, directly or indirectly, the Software (in whole or in part) or any rights in the Services. You may not remove from the Software or Services, or alter or add, any Marks or copyright notices or other proprietary rights markings.

17. Support. Unless otherwise provided in any Service description, Services will be provided during the Subscription Period, from 9:00 a.m. through 7:00 p.m. Eastern Standard Time by email, telephone or the web, Monday through Friday, exclusive of IBOOMERANG holidays, which is subject to change in IBOOMERANG' sole discretion with 30 days notice.

18. Data Protection and Privacy. To the extent IBOOMERANG receives any personal information in a Subscriber database, You grant IBOOMERANG permission and will ensure that it has received the permission of each Subscriber to transfer, process or store such personal information in our U.S. databases. Our online Privacy Policy (“About your Security and Privacy”) forms a part of these Terms and Conditions including without limitation regarding the collection, use, and sharing of personal information provided in connection with the use of such services, which You should read carefully before using such services. IBOOMERANG's privacy statement may be found on IBOOMERANG's website: <http://www.iboomerang.com>. Please consult it for IBOOMERANG's current practices with respect to Subscriber's information.

NOTICE REGARDING RECORDING AND PRIVACY FEATURES. THE SOFTWARE AND/OR SERVICES MAY ALLOW YOU TO RECORD MEETINGS AND TO COLLECT AND UTILIZE IDENTIFYING INFORMATION ABOUT SERVICE PARTICIPANTS, SUCH AS A NAME THAT IS DISPLAYED, TRANSMITTED, PROCESSED, OR STORED AS PART OF A MEETING OR MEETING RECORD. THE LAWS OF SOME STATES OR COUNTRIES REQUIRE THE CONSENT OF INDIVIDUALS PRIOR TO RECORDING THEIR COMMUNICATIONS AND/OR RESTRICT COLLECTION, STORAGE, AND USE OF PERSONALLY IDENTIFYING INFORMATION. YOU

AGREE TO COMPLY WITH ALL APPLICABLE LAWS AND TO OBTAIN ALL NECESSARY CONSENTS AND MAKE ALL NECESSARY DISCLOSURES BEFORE USING THE SOFTWARE AND/OR SERVICES AND/OR FEATURES SUCH AS THE RECORDING FEATURE.

- 19. Warranty and Disclaimers.** IBOOMERANG's exclusive warranty is that, Service will be provided in a professional and workmanlike manner and will conform to IBOOMERANG's applicable published specifications. IBOOMERANG does not warrant that the operation of Service will be uninterrupted or error free. This warranty extends only to You, and may not be assigned to a third party. IBOOMERANG's exclusive warranty is contingent upon the proper use of the Service in accordance with IBOOMERANG's specifications and instructions.

THE CONTENTS OF THIS SITE, INCLUDING, WITHOUT LIMITATION, THE MATERIALS, ARE PROVIDED "AS IS." IBOOMERANG MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF SERVICES SOLD OR FURNISHED UNDER THIS AGREEMENT OR IN CONNECTION HERewith. IBOOMERANG DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IBOOMERANG'S EXPRESS WARRANTIES WILL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY WILL ARISE OUT OF, IBOOMERANG RENDERING TECHNICAL OR OTHER ADVICE IN CONNECTION WITH THE SERVICE. IN NO EVENT WILL IBOOMERANG BE LIABLE FOR ANY DELAY IN FURNISHING SERVICES.

IBOOMERANG DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. THIS SITE COULD CONTAIN TYPOGRAPHICAL ERRORS OR TECHNICAL INACCURACIES. IBOOMERANG RESERVES THE RIGHT TO ADD TO, CHANGE OR DELETE ITS CONTENT OR ANY PART THEREOF WITHOUT NOTICE. ANY PRICE OR AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. ADDITIONALLY, THIS SITE MAY CONTAIN INFORMATION PROVIDED BY THIRD PARTIES, WHICH INCLUDES, WITHOUT LIMITATION, THE DOCUMENTS AND SOFTWARE. IBOOMERANG MAKE NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY, TRUTH, QUALITY, SUITABILITY OR RELIABILITY OF SUCH INFORMATION. IBOOMERANG IS NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES CONTAINED IN ANY INFORMATION PROVIDE BY SUCH THIRD PARTIES.

You represent and warrant that You: (i) are the owner or authorized licensee of any and all content that You publish; and (ii) You will not publish, post, upload, record, or otherwise distribute or transmit Content that: (a) infringes or would infringe any copyright, patent, trademark, trade secret, or other proprietary right of any party, or any rights of publicity or privacy of any party; (b) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising); (c) is inappropriate, profane, defamatory, libelous, obscene, indecent, threatening, harassing, or otherwise unlawful; (d) is harmful to minors or otherwise pornographic; (e) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, or property of another; or (f) is materially false, misleading, or inaccurate.

- 20. Indemnification.** You agree to defend, indemnify, and hold harmless IBOOMERANG or its Affiliated Entities from and against any and all claims, liabilities, damages, and/or costs (including, but not limited to, fees, costs and other expenses of attorneys and expert witnesses) arising out of or related to the Software or Services (including without limitation, any person accessing the Services using your password or access key), any actual or alleged violation of this Agreement or applicable law, or any actual or alleged infringement or violation by You or any person accessing the Services using your password or access key of any intellectual property or privacy or other right of any person or entity.

- 21. Limitation of Liability.** IBOOMERANG shall not be liable for lost profits or special, incidental or consequential damages arising out of or in connection with this Agreement. In no event shall IBOOMERANG be liable to You in an amount greater than the amount due under the Subscription

Contract or renewal term.

- 22. Force Majeure.** Neither party shall be liable for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, power outages, natural disaster, governmental regulations, communication or utility failures, or casualties. However, if a force majeure detrimentally affects a party's performance of a material covenant hereunder for 14 days or more, the other party can terminate this Agreement. Each party acknowledges that website operations may be affected by numerous factors outside of a party's control.
- 23. Scheduled Maintenance.** The regularly scheduled maintenance for the Site is every Saturday and/or Sunday from 1:00 a.m. to 6:00 a.m. (Eastern Standard Time). During that time the Services are not available for use. IBOOMERANG has no obligation under the terms of this Agreement to provide support or maintenance services in connection with the Software or Services.
- 24. Updates; Applicable Terms and Authorization for Auto Updates.** IBOOMERANG may, in its sole discretion, provide, and this Agreement applies to, all updates, supplements, add-on components, features, or other functionality or messages related thereto, including without limitation alterations of functionality, features, storage, security, availability, content, and other information relating to the Software or Services (collectively, "Updates") that IBOOMERANG may provide or make available generally to its Subscribers after the date that Services commence, subject to any additional terms and conditions provided by IBOOMERANG applicable to such Updates. You hereby authorize IBOOMERANG to, and agree that IBOOMERANG may, in accordance with standard IBOOMERANG operating procedures, automatically and in good faith transmit, access, install, and otherwise provide Updates to the Software upon your access to the Service or Software without further notice or need for consent. IBOOMERANG has no obligation to, and nothing in this Agreement may be construed to require IBOOMERANG to, create, provide, or install Updates.
- 25. Export Restrictions.** You acknowledge and agree that the Materials may be subject to the U.S. Export Administration Laws and Regulations. Diversion of such Materials contrary to the U.S. law is prohibited. You agree that none of the Materials, nor any direct product there from, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.
- 26. Links to Third Party Sites.** Any other web sites that are accessible via any link on this Site are not under the control of IBOOMERANG. IBOOMERANG is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to the information contained in such sites. IBOOMERANG provides the linked sites to your only as a convenience and the inclusions of any such link on the Site does not imply IBOOMERANG' endorsement of the site, the organization operating such site, nor any products or services of that organization. Your linking to any off-site pages or other sites is entirely at your own risk.
- 27. Subscriber web sites integration with the IBOOMERANG service offering.** Subscribers may choose to integrate their web site with the IBOOMERANG service but in doing so accept the terms of this Agreement and Privacy Policy. Icons provided by IBOOMERANG may only be used in conjunction with the IBOOMERANG service. All Subscribers that provide web site integration must include the Powered by IBOOMERANG logo as part of the web site integration.
- 28. Jurisdiction, Legal Fees and Costs.** You agreed that any dispute arising from Your use of the IBOOMERANG services or this Agreement shall subject to the jurisdiction of the courts of Montgomery County, Ohio. In any legal action between the parties relating to the subject matter hereof, IBOOMERANG shall be entitled to an award of all costs and reasonable attorney fees related to such action.
- 29. Assignment.** You may not assign the benefits or obligations under this Agreement and any attempt to do so

shall be void and of no legal. The parties specifically agree that there shall be no third party beneficiaries to this Agreement.

- 30. Severability; Headings.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 31. Notice.** Except as otherwise provided for herein, any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, confirmed facsimile, confirmed email, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, 1 day after deposit with an overnight courier, 5 days after deposit in the mail, or upon confirmation of receipt of facsimile or email. Notices will be sent to a party at its address as first specified by You when you purchase IBOOMERANG products and services and as amended by You in writing.
- 32. Entire Agreement; Waiver.** This Agreement, the Subscription Contract and its Exhibits, sets forth the entire understanding and agreement of the parties, and supersedes any and all oral or written agreements or understandings between the parties, as to the subject matter of the Agreement. Only a writing signed by both parties may change this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- 33. Amendments.** IBOOMERANG may, at any time, amend the provisions of this Agreement, the Subscription Agreement and/or the Privacy Policy. If IBOOMERANG posts amended terms on the Site, such terms will automatically become effective twenty-four (24) hours after they are posted on the Site. By using the Software or the Services after such revised terms are posted, You agree to be bound by any such amended provisions. Therefore, You agree to periodically visit the Site to examine the then-current Agreement (including the Privacy Policy).