

## TERMS OF USE

This Agreement, "Terms of Use" (n/k/a this "Agreement"), governs the use of the Company's websites, including the one posted thereto, which is provided by KidsBeSafeOnline LLC (the "Company"). User(s) and/or person(s) of the Company's websites are indicating their acknowledgment and acceptance of the following terms of use when user(s) and/or person(s) access the Company's website. This Agreement is subject to change at any time at the Company's own discretion. If user(s) and/or person(s) access the Company's websites after this Agreement has been modified, user(s) and/or person(s) are still held to the terms of acknowledgment and acceptance of this Agreement. It is advised to frequently view this Agreement for updates and changes.

User(s) and/or person(s) must be eighteen (18) years of age, and are not permitted to access the Company's website for any reason. The Company complies with COPPA (Children's Online Privacy Protection Act) that requires commercial websites to obtain parental consent; therefore, user(s) and/or person(s) must be eighteen (18) years of age to access this website. Anyone under 18 years of age is strictly prohibited. The Company will treat any personal information that user(s) and/or person(s) provide to or through its websites in accordance with the terms of its Privacy Policy as set forth on the Company's websites.

To access the Company's websites or participate in the obtaining the resources it has to offer, user(s) and/or person(s) may be asked to provide certain registration details or other information. It is a condition of each user(s) and/or person(s) use of the Company's websites that all the information you provide on the Company's websites will be correct, current, and complete. If the Company has reason to believe, or for any reason believes the information you provide is not correct, current, or complete, we have the right to refuse you access to the Company's websites or any of its resources, and to terminate or suspend your access at any time, without notice.

User(s) and/or person(s) may use the Company's websites for purposes expressly permitted by the Company. User(s) and/or person(s) may not use the Company's websites for any other purpose, other than its explicit pre-determined use, including any commercial purpose, without the Company's express prior written consent from an authorized representative of the Company. For example, user(s) and/or person(s) may not (and may not authorize any other party to) use or display a name, logo, trademark, or any other attributions which may give any person or person(s), user(s), or site assessors, the impression that such person or person(s), entities or organizations the right to display, publish, or distribute the Company's websites or the contents contained therein. The foregoing provision contained within this paragraph includes hyperlinks, images, content, audio, video or design specifically copyrighted, registered trade or service marks or of the Company contained with its websites. User(s) and/or person(s) agree to cease and desist of any and all use of the aforesaid terms contained herein, in cooperation with the Company.

The material and content contained within the Company's websites, owned, operated, licensed, and controlled by the Company accessible from the Company's websites, and any other World Wide Web site owned, operated, licensed, or controlled by the Company is the proprietary information or another party (second-party or third-party) contributing authors, writers, staff and administration that contributed content to the Company retains all right, title, and interest in the content, unless expressly paid for by the Company, then the Company owns and retains the rights to the content. All content is strictly prohibited from being copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of the Company, with the exception solely for your personal use. In using the content for your personal use you are prohibited from removing or altering any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the content. Modification or use of the content except as expressly provided in this Agreement violates the Company's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to the Company's websites.

This Company's website might be hyperlinked to other sites which are not maintained by, or related to, the Company. Hyperlinks to such sites are provided as a service to user(s) and the Company is not sponsored by or affiliated with these third-party websites. The Company has not reviewed any or all of such sites and is not responsible for the content of those sites. Accessing third-party websites through the Company's website are to be done at the user's own risk, and the Company makes no representations or warranties about the content, completeness or accuracy of the content, representations or warranties of these third-party websites accessed through hyperlinks contained on the Company's websites. Moreover, the Company states explicitly there is no implied endorsement by the Company to these third-party websites. .

If user(s) and/or person(s) have agreed with the Company to allow posting, displaying, hyper linking, or access to your content (whether submitted by email, hyperlink or content submission) contained on the Company's websites, you hereby grant the Company the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to the Company through whatever medium available. If any person or person(s), third-parties have allowed the Company permission to content or submission in any form, the Company has the express permission to incorporate that content or submission in other works in any form, media, or technology now known or unknown until later developed. The Company will not be required to treat any content or submission as confidential, and may use any content or submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Company operations.

The Company states and user(s) and/or person(s) agree and understand that they do not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, malware, or other code that may manifest contaminating or destructive properties. User(s) and/or person(s) are responsible for implementing sufficient procedures and processes that fulfill your particular requirements for accuracy of data input and output, and for maintaining a means external to the Company's websites, organizations, and/or representatives for the reconstruction of any lost data. The Company does not assume any responsibility, liability or risk for any third-parties, person or person(s), entities, organizations, corporations, sole proprietors and a like for its use of the Internet.

The content may not necessarily be complete and up to date and should not be used to replace any written reports, statements, provisions, clauses, or notices provided by the Company. The content should be used in the same manner as any other educational medium by all person(s), entities, organizations, corporations, associations, financial institutions, etc. and should not rely on the content to the exclusion of their own professional judgment, or ability to seek professional services for their intended use. Information obtained by using the Company's websites is not exhaustive and is not all inclusive.

User(s) of the Company's websites do so at their own risk. The Company will not be held liable and disclaims all warranties expressed or implied, and does not warrant that the website or the content therein, will be without interruption or without errors. The Company takes diligent action to correct any errors or defects that may arise, but cannot be held liable for any defects that arise out of the Company's control, such as, viruses or other harmful components, third-party hosting, merchant processes and/or server errors. The company does not warrant or make any representation concerning use, or the result of such use, in terms of accuracy, reliability or otherwise. The Company shall not be held liable for technical difficulties, inaccuracies or errors in the typographical content and may make changes or improvements to the content at any time. The Company makes no warranties that person(s), entities, representatives, agents, or other's use of the content will not infringe upon the rights of others and assumes no liability or responsibility for errors, misinterpretations, reliability and/or omissions of such content. The user, person(s), entities, corporations, organizations, representative, agents assume the entire cost of all necessary servicing and repair in the event of any loss, damage or other issues arising from the use of the Company's websites.

All of the information and content contained on Company's websites, whether past or present, acts in accordance with the date of the information provided, and does not become obligated to update such information after it's posted or to remove such postings of information if outdated or no longer accurate or becomes incomplete from its websites.

The Company and its subsidiaries, representatives, agents, affiliates, service providers, content providers, officers, members of the LLC, directors, managers will not be held liable for any direct or indirect punitive, or all other defined types, including loss of revenue or income, pain and suffering, emotional distress, and a like, even if company has been advised of such possibilities of such damage.

The Company and all its representative references herein will be held harmless against any court action whether contractual or tort related, and/or become liable to pay any party for more than what the person(s) and/or user have paid to the Company for its product or services of which the liability arose.

User(s) and/or person(s) will indemnify and hold Company, its subsidiaries, all its affiliated positions referenced above, harmless from any breach of the terms of this Agreement by you, including any use of content other than as expressly authorized in this Agreement. User(s) and/or person(s) agree that all parties herein, will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney's fees of the parties herein in connection therewith. User(s) and/or person(s) will also indemnify and hold the parties herein harmless from and against any claims brought by third parties arising out of your use of the information accessed from the Company's websites.

Trademarks, service marks, and logos appearing in the Company's websites are the property of the Company or the party that provided the trademarks, service marks, and logos to the Company. The Company and any party that provided trademarks, service marks, and logos to the Company retain all rights to any of their respective trademarks, service marks, and logos appearing in the Company's websites.

User(s) and/or person(s) may not post, send, submit, publish, or transmit in connection with the Company's websites material that threatens or abuses others, libels, defames, invades privacy, stalks, IS obscene, pornographic, racist, abusive, harassing, threatening or offensive; seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; infringes any intellectual property or other right of any entity or person, including violating any ones copyrights or trademarks or their rights of publicity; impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content; advertises any commercial endeavor or otherwise engages in any commercial activity, including but not limited to sponsorships, sponsorship banners, contests or raffles, and/or soliciting goods or services) except by confirmation of authorization from the Company;

User(s) and/or person(s) may not include programs which contain viruses, worms and/or Trojan horses or any other computer code, malware, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications; disrupts the normal flow of a properly working website, or disrupts the services of an another user that would be considered out of ordinary use, or otherwise act in a way which affects the ability of other people to engage in ordinary activities of the Company's websites; disobeys any policy or regulations established from time to time regarding use of the Company's websites or any networks connected to the Company's websites; or contains hyperlinks to other sites that contain content that falls within the descriptions set forth above.

Although under no obligation to do so, the Company reserves the right to monitor use of the Company's websites to determine compliance with the terms of this Agreement, as well the right to remove or refuse any information or any user and/or person(s) for any reason. Notwithstanding these rights, user(s) remain solely responsible for the content of their own submissions. User(s), person(s), contributors, and a like

acknowledge and agree that neither the Company nor any third party that provides content to the Company will assume or have any liability for any action or inaction by the Company or such third party with respect to any submission.

Any passwords used for the Company's websites are for individual use only. User(s) and/or person(s) will be responsible for the security of your password (if any). The Company will be entitled to monitor all and every password and, at its discretion, require you to change it for time to time. If user(s) and/or person(s) use a password that the Company considers insecure, the Company will be entitled to require the password to be changed and/or terminate your account.

User(s) and/or person(s) are prohibited from using any services or amenities provided in connection with the Company's websites to compromise the integrity, security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.i. robots, password guessing programs, cracking tools or network probing tools) is strictly prohibited. If user(s) and/or person(s) become involved in any violation of system security, the Company reserves the right to release your details to system administrators at other sites and the proper authorities in order to assist them in resolving any breach of security. The Company reserves the right to investigate suspected violations of the terms of this Agreement.

The Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity of anyone posting any email messages, or publishing or otherwise making available any materials that are believed to be in violation of the terms of all the provisions and terms herein.

By accepting this Agreement, Users(s) and/or persons waive and hold harmless the Company, from any and all claims resulting from any and all action taken by the Company, during or as a result of its investigations or from any actions taken that may be deemed as a consequence of the investigations by either the Company and/or Law Enforcement or Governmental Investigatory bodies.

The terms of this Agreement will be governed and interpreted pursuant to the laws of the State of Missouri, United States of America, notwithstanding any principles of conflicts of law. User(s) and/or person(s) specifically consent to personal jurisdiction in the State of Missouri in connection with any dispute between user(s) and/or person(s) and the Company that arise out of the terms of this Agreement or pertaining to the subject matter herein. The parties to the terms of this Agreement each agree that the exclusive venue for any dispute between the parties arising out of the terms of this Agreement or pertaining to the subject matter of these said terms will be held in the state and federal courts in St. Charles County and/or St. Louis County, Missouri.

If any parts of the terms of this Agreement are unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions or terms of this Agreement. The terms of this Agreement constitute the entire agreement as a whole, among the parties relating to the subject matter contained herein. Notwithstanding the foregoing, any additional terms and conditions on the Company's websites will preside over the terms and/or provisions to which they pertain. The Company may revise the terms of this Agreement at any time upon its discretion. ©KidsBeSafeOnline LLC - 2009