

Sales Order Terms and Conditions

This is a legal agreement entered into by using any service or data provided by Vanzan Incorporated. On behalf of your company you certify that you are authorized to enter into this agreement and further accept and agree to be bound by all terms and conditions of this agreement.

Whereas, Vanzan Incorporated is willing to permit your company to obtain and/or use information provided by Vanzan Incorporated for the benefit of a single end user who must agree and abide by the terms and conditions of this agreement.

Now, therefore, in consideration of the promises and other good and valuable consideration, and intending to be legally bound, Vanzan Incorporated and you/your company hereby agree as follows:

- 1) Whereas, Vanzan and you/your company/employer have entered into an enforceable written agreement under which you obtains the information provided by Vanzan Incorporated on behalf of client and/or performs the prescreening and/or account review services for client which require the use of the information provided by Vanzan Incorporated ("services"); and

Whereas, client enters into an agreement for list rental service(s) with Vanzan Incorporated ("agreement for data services/data rental") under which Vanzan Incorporated agrees to provide consumer and business information, along with composite codes of individuals and/or businesses which have a propensity to meet very specific criterion for marketing campaign enhancement. Actual data sets on output will be determined by the specific filters implemented and are outlined on the sales order/rental agreement which, in addition to these terms, stands as a binding purchase agreement for any order.

Whereas, client enters into this agreement for service with Vanzan Incorporated ("agreement for services/data rental") under which Vanzan Incorporated provides and client purchases various information services from Vanzan Incorporated, and under which Vanzan Incorporated has granted client a nonexclusive license to use this information for a single use "one-time use" unless otherwise agreed to in writing within a separate agreement.
- 2) **Territory:** You may only perform the services for client at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "permitted territory"). You may not perform the services for client at or from any location outside of the permitted territory or send the information provided by Vanzan Incorporated or the information services to any location outside of the permitted territory, or otherwise access or use information provided by Vanzan Incorporated or the information services from or in any location outside the permitted territory, without first obtaining Vanzan Incorporated's written permission.
- 3) **Delivery of Data:** Data may be selected but not delivered on output. All data fields on output will be outlined within the sales order section of this rental agreement. In order to protect our databases from abuse/over usage we must strictly enforce a strict single data usage limit per rental invoice/sales order. Client also understands and agrees to abide by all terms and conditions set forth by this agreement and understands that data provided by Vanzan Incorporated is seeded with nationwide addresses & phone numbers to assure that all conditions of this agreement are followed. Any usages outside of what is allowable by the purchase agreement will incur additional fees per use which are due immediately.
- 4) **Compliance with terms of client agreement for service.** You agree to abide by all applicable terms and conditions of the agreement for service, including but not limited to the FCRA and other certifications, license of information, compliance with laws, territory, confidentiality and data security provisions. Vanzan Incorporated authorizes client to disclose the agreement for service with you for the purpose of compliance with this paragraph.
- 5) **Further restrictions on use:** You may not disclose any information provided by Vanzan Incorporated or any information derived from it to any third party for any reason unless specifically agreed to in writing by Vanzan Incorporated. Except as strictly necessary to perform the services for client, you shall not (i) copy or otherwise maintain the information provided by Vanzan Incorporated electronically or on media of any description, (ii) merge the information provided by Vanzan Incorporated with, nor allow it to become a part of data of any kind belonging to you or any third party, (iii) in any manner analyze or evaluate the nature, character or quality of the information provided by Vanzan Incorporated or otherwise use it other than for the specific purpose of performing the services subject to and in accordance with the specific authorized uses and limitations, terms and conditions set forth in the agreement.
- 6) **Security of information provided by Vanzan Incorporated:** You agree to implement and maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of information provided by Vanzan Incorporated ; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer; and (iv) dispose of information provided by Vanzan Incorporated in a secure manner. In order to comply with safeguard obligations generally described in the preceding paragraph, you shall:
 - a. Designate an employee or employees to coordinate its information security program.
 - b. Identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such a risk assessment should include consideration of risks in each relevant area of you operations, including:
 - c. Employee training and management.

- d. Information systems, including network and software design, as well as information processing, storage, transmission and disposal.
- e. Detecting, preventing and responding to attacks, intrusions, or other systems failures which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by Vanzan Incorporated.
- f. Design and implementation information of safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures.
- g. Use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Vanzan Incorporated. Such efforts must include those procedures promulgated by the federal trade commission.

- 7) **Procedures for information provided by Vanzan Incorporated:** The file description or layout provided to you will contain an encoded description for each Vanzan Incorporated value except name, address and composite codes. If the layout is not encoded, you must immediately return the layout to Vanzan Incorporated. You will process the computer tape received from Vanzan Incorporated according to the instructions of Vanzan Incorporated or client. You shall not be informed of the prescreening or account review selection criteria, as applicable, the meaning of the composite codes or the meaning of other coded information as applicable to the qualified names.

With respect to prescreening services, as applicable, you will subsequently provide Vanzan Incorporated with record of the names and addresses of the data previously provided by Vanzan Incorporated each time the Vanzan Incorporated names are mailed a solicitation as requested by client. You may maintain information provided by Vanzan Incorporated until completion of the applicable services relating to such information provided by Vanzan Incorporated or, if sooner, for a maximum of sixty (60) days from the date received, unless otherwise authorized in writing by Vanzan Incorporated.

You shall promptly destroy all information provided by Vanzan Incorporated, including all copies of information provided by Vanzan Incorporated and all writings or other media derived from, or which contain, refer or relate to the information provided by Vanzan Incorporated as specified in exhibit b and will document said destruction of information provided by Vanzan Incorporated for audit purposes. Notwithstanding the foregoing, you shall be entitled to keep a single copy (on encrypted CD's or backup tapes) of any materials that contain, refer to or relate to the information provided by Vanzan Incorporated solely as required by law or regulation in order to evidence the services performed, subject to the terms and conditions of this agreement. Under no circumstances should any information provided by Vanzan Incorporated be used for purposes other than to perform the services. In the event that information provided by Vanzan Incorporated is no longer required to be retained for the legal or regulatory purposes referred to above, you shall follow the return and/or destruction procedures set forth in this section.

Service provider will inform authorized users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. For the purposes of this agreement, the term "authorized user" means an employee of service provider that service provider has authorized to access the information provided by Vanzan Incorporated and who is trained on service provider's obligations under this agreement with respect to the use thereof, including service provider's FCRA and other obligations with respect to the access and use of consumer reports. Upon Vanzan Incorporated request, and subject to any reasonable confidentiality obligation(s) you may impose on Vanzan Incorporated, you will supply Vanzan Incorporated with a copy or a written summary of its information security program.

- 8) **Additional data security requirements:** In no event may you perform the services via any wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (pdas), mobile data terminals and portable data terminals. No personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, cds, dvds, software, and code) may be used to store information provided by Vanzan Incorporated. In addition, information provided by Vanzan Incorporated must be encrypted when not in use. All information provided by Vanzan Incorporated received by you from Vanzan Incorporated or provided by you to Vanzan Incorporated or other party under this agreement, including without limitation, the names, addresses and composite codes of individuals who meet the selection criteria of client, shall be delivered in a mutually agreeable form and medium. Without limiting the generality of the foregoing and with respect to information provided by Vanzan Incorporated in electronic format, any information provided by Vanzan Incorporated that is sent, transferred or shipped by you must be encrypted using the following minimum standards, which standards may be modified from time to time by Vanzan Incorporated: advanced encryption standard (AES or triple data encryption standard (3des) encrypted algorithms (which are a minimum of 128-bit key encryption). You shall decrypt and encrypt (as applicable) such information at its own cost and expense.

With respect to all printed information provided by Vanzan Incorporated, you shall store such information in a secure, locked container when not in use, and shall completely destroy such information when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. You shall receive and provide all such printed information provided by Vanzan Incorporated via an armed transport service designated by Vanzan Incorporated, which costs, as between Vanzan Incorporated and you, shall be borne by the party sending the information. Further, you shall comply with such other data security policies as Vanzan Incorporated may from time to time make known to you in writing. For avoidance of doubt, you understand and agrees that its compliance with the security policies of Vanzan Incorporated will not relieve you of the obligation to observe any other or further contractual, legal, or regulatory requirements, rules or terms applicable to the security of the information, nor does Vanzan Incorporated assume any responsibility or liability for the security of the information provided to Vanzan Incorporated prior to the time Vanzan Incorporated receives it. Service provider will ensure that authorized users do not order credit reports for personal reasons or provide them to any third party except as permitted by this agreement.

- 9) **Breach notification:** You will immediately notify Vanzan Incorporated upon your detection of any breach of your systems or any actual or threatened unauthorized access to or theft or other loss of any information provided by Vanzan Incorporated and will take appropriate action designed to prevent further unauthorized access. You will provide any information that Vanzan Incorporated reasonably requests pertaining to the incident and will cooperate fully with Vanzan Incorporated to investigate any such unauthorized access.
- 10) **Audits:** Vanzan Incorporated may, upon at least five business days' prior written notice, visit your facilities during normal business hours to inspect and determine that your security processes and procedures are in order, and otherwise audit, monitor and ensure that your performance is in compliance with the terms of this agreement. Audits will be reasonable in scope and length. Vanzan Incorporated and its auditors will maintain the confidentiality of procedures and processes, which you describe as confidential, and which are disclosed as a result of the audit. You agree that any failure to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for Vanzan Incorporated to immediately prohibit the provision of information provided by Vanzan Incorporated to you and/or, notwithstanding any language to the contrary in this agreement, immediately terminate this agreement.
- 11) **Additional terms for prescreening services:** In the event that information provided by Vanzan Incorporated is delivered to you in connection with credit prescreening services the following additional terms will apply:
- a. Prior to providing the list of qualified names to client's designated provider of mailing or telemarketing services, if any ("mailer"), you may not provide any individually identifiable information provided by Vanzan Incorporated to client. You will forward the list of qualified names to mailer for the completion of the solicitation offers from client. For account and inquiry posting purposes, you will, upon completion of processing, forward the computer tape listing of the qualified names sent to mailer to Vanzan Incorporated.
 - b. You may, upon client's request, provide client with names and addresses of those individuals to whom a solicitation was mailed by mailer. If applicable, the associated score value or composite code may also be provided.
- 12) **Additional Client obligations:** Client shall employ commercially reasonable oversight to ensure that you abides by the obligations of this agreement. That oversight will include, but not be limited to, entering into and maintaining an enforceable agreement with you for the provision of the services. Notwithstanding anything to the contrary in this agreement, should you be found in violation of any of the terms and conditions of this agreement, then client may be held liable for any such violations. Client acknowledges and agrees that client is solely liable to compensate you for the services.
- 13) **Disclaimer of warranty:** You will acquire no rights in the information Vanzan Incorporated provides other than the right to use the information provided by Vanzan Incorporated, as available, in accordance with the terms and conditions of this agreement and all applicable laws. Vanzan Incorporated does not guaranty or warrant the correctness, completeness, accuracy, merchantability or fitness for particular purpose of the information provided by Vanzan Incorporated. Neither Vanzan Incorporated, nor any of its directors, officers, agents, employees, contractors, licensors, affiliated companies or affiliated credit bureaus will be liable to you for any loss of any kind, nature or description arising out of or in any manner connected with your use of information provided by Vanzan Incorporated.
- 14) **Indemnification:** You will indemnify Vanzan Incorporated and its parent, sister, and affiliate corporations, its and their officers, employees, independent contractors and agents, from all claims, demands, penalties, suits or actions and from any and all related losses, costs and expenses for any claims against, or losses or liability of Vanzan Incorporated for any cause, arising out of or resulting from any material breach by you of the terms and conditions of this agreement.
- 15) **Payment:** Vanzan Incorporated will be paid for its services under this agreement directly by client upon terms agreed to within the sales order part of this purchase agreement and Vanzan Incorporated has no obligation therefore. Client is solely responsible for all federal, state and local taxes, if any, levied or assessed in connection with performance of services hereunder. Vanzan Incorporated is solely responsible for income taxes assessed upon your net income.

Confidentiality: Each party to this agreement acknowledges that all materials and information disclosed by a party (the "disclosing party") to another party ("recipient") in connection with the performance of this agreement, including the terms of this agreement, consist of confidential and proprietary data (collectively, confidential information"). Each recipient will hold confidential information in strict confidence, and will restrict its use of confidential information to the purposes anticipated in this agreement. If the law or legal process requires recipient to disclose confidential information confidential and proprietary data, recipient will promptly notify the disclosing party in writing of the request. Thereafter the disclosing party may seek a protective order or waive the confidentiality requirements of this agreement, provided that recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the disclosing party which:

- a. is or becomes publicly known other than as the result of a disclosure by recipient in breach hereof
- b. Is received from any person or entity that, to the best of recipient's knowledge, has no duty of confidentiality to the disclosing party.
- c. Was already known to recipient prior to the disclosure without any obligation of confidentiality with respect thereto, and that knowledge was evidenced in writing prior to the date of the other party's disclosure.
- d. Is developed by the recipient without using any of the disclosing party's information.

You shall be permitted to disclose confidential information to client. Agents of client or you may only receive confidential information if:

- a. all terms of this agreement are complied with.
- b. Such agents have a need to know in connection with performing the services.

- c. Such agents are bound in writing to comply with the terms of this agreement.

You respectively, shall be responsible and liable for any breach of the terms and conditions of this agreement by any such agent receiving confidential information from such party. Except as otherwise set forth in section 1.5 hereof, upon termination of this agreement, recipient will promptly either deliver to the disclosing party or destroy all information in the recipient's possession containing confidential information, whether such information is in written, electronic or other form. Upon the request of the disclosing party, an officer of recipient will confirm in writing that all confidential information has been returned or destroyed. The rights and obligations of recipient: with respect to confidential information that constitutes a "trade secret" (as defined by applicable law), will survive the termination of this agreement for so long as such confidential information remains a trade secret; and (ii) with respect to all other confidential information, will survive the termination of this agreement for a period of two (2) years from termination. The parties acknowledge that unauthorized disclosure or use of the confidential information could irreparably damage the disclosing party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any confidential information shall give the disclosing party the right to seek injunctive relief, without the necessity of posting a bond, restraining such unauthorized disclosure or use, in addition to direct damages and any other remedy otherwise available (including reasonable attorneys' fees). Each party will indemnify, defend and hold harmless the other parties from and against any direct and actual loss, cost, liability and expense (including reasonable attorneys' fees) resulting from the indemnifying party's breach of this section

- 16) **Consent to terms of use agreement:** Vanzan Incorporated grants a non-exclusive, non-transferable, and revocable license to you and provides the services available at this company to you subject to the following terms and conditions. These terms and conditions are subject to change without notice. You can review the most current version of the terms and conditions at any time at this company. Your signature on your order form authorizes us to incur expenses and make efforts toward fulfillment of your order; therefore no refunds will be allowed. In addition, when using particular services provided by this company, guidelines or rules may be posted and required which are applicable to your use of those services and must be followed. For example: due to the fact that we deal with sensitive consumer information which in most cases requires your telemarketing script or mailing creative to be approved by the compliance department. Although your consultant may offer you help, it is your responsibility to get through compliance to receive your order. Your use of this company and your relationship with Vanzan Incorporated are subject to all guidelines or rules that may be posted which are all incorporated by reference into this agreement. By using this company, you are agreeing to be bound by all of the terms and conditions of the most current version of the terms of use agreement and any guidelines and rules posted by this company. If you do not agree to be bound by this agreement, do not use our services.
- 17) **Entire agreement:** This terms of use agreement will be expressly incorporated by reference in each and every agreement between you and Vanzan Incorporated, and except for any separate license agreement for data and/or content, this terms of use agreement supersedes any and all prior and existing agreements, whether oral or in writing, between you and Vanzan Incorporated with respect to the subjects addressed herein and constitutes the entire agreement between the parties with respect to those subjects. Except for any separate license agreement for data and/or content, you acknowledge that neither Vanzan Incorporated nor anyone on Vanzan Incorporated's behalf has made any representations, inducements, promises or agreements, orally or otherwise, to you relating to the subjects addressed by this terms of use agreement that are not embodied herein.
- 18) **Compliance with laws:** You shall comply with all applicable laws and regulations of the united states and foreign authorities (including, but not limited to united states trade restriction laws, do not call list regulations, firm offer of credit or insurance, export laws or license requirements, and laws regarding the transmission of technical and consumer data, including without limitation encryption, from the united states through the services available at this company) relating to any service, product, or download associated with this company. If after placing an order for sensitive data, you can or do not supply a marketing creative that meets compliance regulations within 2 weeks, no refunds will be given and modeled data will be delivered in its place. If after ordering phone numbers and you cannot or will not supply a valid subscriber access number for the do not call list within 2 weeks your data will be delivered without phone numbers and no refunds will be given.
- 19) **Separate license agreement(s):** You may acquire data and/or content from Vanzan Incorporated. By downloading email or acquiring a cd rom from this company, or otherwise directly from Vanzan Incorporated. You agree that your use of such data and/or content shall be strictly in accordance with the applicable laws of your state and our federal government as well as this license agreement(s).
- 20) **Registration data and privacy:** Registration may be required for you to download from this company, or for your participation in certain services offered at this company. You must provide certain current, complete, and accurate information about you as prompted to do so by the registration form ("registration data"), and maintain and update such registration information as required to keep such information current, complete and accurate. You warrant that your registration data is accurate and current, and that you are authorized to provide such registration data. You authorize us to verify your registration data at any time. If any registration data that you provide is untrue, inaccurate, not current or incomplete, Vanzan Incorporated. Retains the right, in its sole discretion, to suspend or terminate rights to use the services. Registration data and certain other information about you is subject to our privacy policy which may be accessed from the everythingleads.com home page. Solely to enable Vanzan Incorporated. To use information you supply us internally, so that we are not violating any rights you might have in that information, you grant to Vanzan Incorporated. A nonexclusive license to (i) convert such information into digital format such that it can be read, utilized and displayed by Vanzan Incorporated's computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (ii) combine the information with other content provided by Vanzan Incorporated., in each case by any method or means or in any medium whether now known or hereafter devised.
- 21) **Copyrights:** The copyright in all material provided on this company is owned by Vanzan Incorporated. Or by Vanzan Incorporated's providers. You acknowledge and agree that this company contains proprietary information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to you through this company, including text, graphics, logos, icons, images and data, and the arrangement and compilation of such content, are the property of Vanzan Incorporated. Or its content suppliers and is protected by copyrights,

trademarks, service marks, patents or other proprietary rights and laws. Vanzan Incorporated. Does not grant any license or authorization to any user of its copyrightable material or other intellectual property, by placing them on this company. Furthermore, except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Vanzan Incorporated. Or the copyright owner. However, you may print a copy of the information on this company for your personal, non-commercial internal use or records. In so doing, you may not modify the materials and you agree to retain all copyright and other proprietary notices contained in the materials. This permission does not give you any ownership rights in the information and terminates automatically if you breach any of these terms or conditions. If you make any other use of this company, except as otherwise provided herein, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to penalties.

- 22) **Trademarks:** The trademarks, service marks, and logos (the "trademarks") used and displayed on this company are registered and unregistered trademarks of Vanzan Incorporated. And others. Nothing on this company should be construed as granting, by implication, divorce stopper, or otherwise, any license or right to use any trademark displayed on the site, without the written permission of the trademark owner. Vanzan Incorporated. Aggressively enforces its intellectual property rights to the fullest extent of the law. The trademark(s) contract maker may not be used in any way, including in advertising or publicity pertaining to distribution of materials on this company, without prior, written permission. Vanzan Incorporated. Prohibits use of any of the forgoing names or marks as a Meta tag or as a "hot" link to any Vanzan Incorporated. Site unless establishment of such a link is approved in advance by Vanzan Incorporated. In writing. If you have any questions regarding any trademarks on the site, please contact Vanzan Incorporated.
- 23) **Links.** Vanzan Incorporated may provide links to other internet sites. Vanzan Incorporated. Is not responsible for the availability of such other sites and does not endorse and is not responsible or liable for any content, products or other materials available on such other sites. Links to external web sites do not constitute an endorsement by Vanzan Incorporated. Of those sites or the sponsors of such sites or the content, products, advertising or other materials presented on such sites. Further, Vanzan Incorporated. Reserves the right to terminate any link or linking program at any time. Vanzan Incorporated. Does not author, edit, or monitor these unofficial pages or links. You further acknowledge and agree that Vanzan Incorporated. Shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any information, goods or services available on or through any such site. If you decide to access any of the third party sites linked to this company, you do this entirely at your own risk.
- 24) **Participation in promotions of advertisers:** You may enter into correspondence with or participate in promotions of advertisers promoting their products or services on this company ("advertisers"). You acknowledge and agree that any such correspondence or participation, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and advertiser. Everythingleads.Com shall have no liability, obligation or responsibility whatsoever arising out of or in connection with any such correspondence or participation or transactions.
- 25) **Monitoring.** You acknowledge that Vanzan Incorporated. Or its designees reserves the right to, and may from time to time, monitor any and all activity or information transmitted or received through this company. Vanzan Incorporated., in its sole discretion and without further notice to you, may (but is not obligated to) review, censor or prohibit any activity or the transmission or receipt of any information which Vanzan Incorporated. Deems inappropriate (such as that specified in above) or that violates any term or condition of this agreement. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. Use of this company, authorized or unauthorized, constitutes consent to such monitoring. Unauthorized uses and unauthorized users of this company will be prosecuted to the full extent of the law.
- 26) **No warranties.** This company and all information contained on this company, and except to the extent expressly provided in a license agreement for data or content, all goods and services obtained through this company, are provided on an "as is" basis from Vanzan Incorporated and its information providers, Vanzan Incorporated and its affiliates and content providers make no representations or warranties of any kind, express or implied, relating to this agreement, the performance under this agreement, the services available on this company, the operation of the data available on this company, the transactions performed on this company, or the information, content, materials and/or products included on this company. To the fullest extent permissible by applicable law, each of Vanzan Incorporated and Vanzan Incorporated affiliates and content providers disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title and/or non-infringement. You acknowledge that neither this company nor the contract maker internet service is engaged in providing professional services or advice, and that it is your responsibility to seek competent counsel to advise you regarding the applicability of any content available on this company to specific factual situations. No attorney-client relationship is intended nor created through your use of this company, the contract maker internet service, or the content. You assume the entire risk of selection and use of the content available at this company. Without limiting the foregoing, none of Vanzan Incorporated nor Vanzan Incorporated's affiliates or content providers makes any warranty that:
 - a. The goods or services offered on this company will meet your requirements.
 - b. The goods or services offered on this company will be uninterrupted, timely, secure, or error-free.
 - c. The results that may be obtained from the use of the goods or services will be accurate or reliable.
 - d. The content or information available on this company is complete, accurate or available.

- e. The quality of any products, services, information, or other material purchased or obtained by you through the services will meet your expectations.

No advice or information, whether oral or written, obtained by you from Vanzan Incorporated or through this company shall create any warranty not expressly made herein.

- 27) **Limited liability.** Vanzan Incorporated and all of Vanzan Incorporated's affiliates and data providers and their respective shareholders and affiliates shall not be liable for any loss of business, loss of use or of data, interruption of business, lost profits or goodwill, or other indirect, special, incidental, exemplary or consequential damages of any kind arising out of this agreement, even if they have been advised of the possibility of such loss and whether or not they had any knowledge, actual or constructive, that such damages might be incurred, and notwithstanding any failure of essential purpose of any limited remedy. This exclusion includes any liability that may arise out of third-party claims against you. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the goods or services provided on this company or this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. You further agree if you become entitled to any recovery, that your recovery shall be limited to the amount of fees or payments made to Vanzan Incorporated, if any, for the service, data or content at issue.
- 28) **Further Indemnity.** You shall indemnify, defend, and hold harmless Vanzan Incorporated. And its content providers and their respective shareholders, affiliates, employees, agents, successors, officers, and assigns, from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that they may sustain or incur arising from:
 - a. Your use of the information which is emailed at or downloaded from this company.
 - b. Your failure to comply with any applicable laws and regulations (including without limitation those regarding the export of products or technology abroad) or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or sell the subject goods and services.
 - c. Your use of the content available on this company in any way contrary to this agreement (d) your breach of any of your representations, warranties or obligations set forth in this agreement.
 - d. The sale, purchase, transportation, delivery, use or disposal of any Vanzan Incorporated. Service, product, or download associated with this company or available through other sites, or any loss suffered by or harm to any person or property in any way relating to or caused in whole or in part by your use of this company or any service, product, or download associated with this company (including, without limitation, any personal injuries or death of any third person caused in whole or in part by such products or services, the use, transportation, delivery, storage, handling or release thereof).
 - e. Any taxes attributable to the relating to any service, product, or download associated with this company.
- 29) **Beneficiaries of this agreement; no other agreements.** The rights and limitations in this agreement are for the benefit of Vanzan Incorporated. And each of Vanzan Incorporated's content providers, each of which shall have the right to enforce its rights hereunder directly and on its own behalf.
- 30) **Consumer rights:** Vanzan Incorporated. Maintains specific contact information including an e-mail address for notifications of complaints and for inquiries regarding policies. All correspondence should be addressed to Vanzan Incorporated's agent for notice at the following address: 19. Correspondence. Unless a special request is made via an email and is received for the purpose of the purchase of the bound edition nothing will ever be sent via postal mail. This product is in electronic form.
- 31) **Controlling law:** This agreement shall be construed under the laws of the state California, USA excluding rules regarding conflicts of law. The application the United Nations convention of contracts for the international sale of goods is expressly excluded.
- 32) **Jurisdiction and venue:** You and Vanzan Incorporated. Agree to submit to the exclusive personal jurisdiction of the courts of San Diego County in the state of California in all legal proceedings arising under this agreement. By submitting your order form you agree to our return policy. No "chargeback" from your credit card company will be allowed.
- 33) **Chargebacks:** Credit Card Chargebacks or Cancellations on any order either delivered or not are not tolerated: You hereby agree to pay an additional 300% of your invoice amount if you have 1. Signed off on your invoice and 2. Have been delivered exactly what you signed off on. In addition a 10% per month fee is assessed to your account until the new balance is paid. We aggressively collect all bad debts to the furthest extent of the law.
- 34) **Assignment:** Vanzan Incorporated may assign this agreement or any rights or obligations under this agreement to an entity that is controlled by, controls or is under common control with Vanzan Incorporated. Otherwise, neither this agreement, nor any rights or obligations under it may be assigned by a party without the written consent of the other parties, which consent shall not be unreasonably withheld. Any merger, consolidation, or other reorganization of you, the sale of all or substantially all of the assets of you, or the sale or other transfer of a 50% or more interest in the outstanding voting or other equity interest of you by any person, or group or persons acting in concert, shall constitute an assignment for the purposes of this section. Any attempt that is contrary to the terms of this section to assign this agreement or to delegate or otherwise transfers in any manner any rights or obligations arising under it will be void.

- 35) **Status of Vanzan Incorporated:** The parties acknowledge that Vanzan Incorporated is not a consumer credit reporting agency or credit bureau as defined by the fair credit reporting act of 1970, U.S.C. 1681, et seq. as amended.
- 36) **Consent to breach not waived.** No party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this agreement. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this agreement.
- 37) **Entire agreement:** This agreement, together with the provisions of the sales order agreement for service hereof, constitutes the entire agreement of the parties with respect to the subject matter contained within the sales order part of this agreement and herein and may not be amended except by a written agreement that acknowledges modification of this agreement, and that is signed by an authorized representative of client, you and Vanzan Incorporated. This agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.
- 38) **Severability:** If any part of this agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the agreement, legal and enforceable.
- 39) **Termination:** You agree that Vanzan Incorporated. May, at its sole discretion, deny you access to the site and disable any user name and password associated with you for any reason, including, without limitation, if Vanzan Incorporated. Believes that you have violated or acted inconsistently with the letter or spirit of this agreement. Vanzan Incorporated. Reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services offered under this company (or any part thereof) with or without notice. You agree that Vanzan Incorporated. Shall not be liable to you or to any third party for any modification, suspension or discontinuance of the services offered under this company.
- 40) **Independent contractor:** Nothing in this agreement creates a joint venture, partnership, and principal-agent or mutual agency relationship between the parties. No party has any right or power under this agreement to create any obligation, expressed or implied, on behalf of any other party.
- 41) **Headings:** The titles or captions used in this agreement are for convenience only and will not be used to construe or interpret any provision hereof. By using any services provided by Vanzan Incorporated you affirm that you have read this entire agreement and agree to all its terms and conditions. If you do not agree to all of the terms and conditions set forth in this agreement, do not use this company.

Acceptance of any data from Vanzan Incorporated constitutes agreement to these general terms and conditions