

Terms of Use

Last Updated August 1, 2011.

The terms and conditions set forth in this terms of use notice (the "Terms of Use") shall govern your visit to and use of the Web sites provided by Sonic Omnimedia, Inc. ("us," "our," or "we"), including <http://www.sonicomnimedia.com>, and all sub-domains of such Web sites, as well as all services related to such Web sites (such Web sites and services, collectively the "Website"). If you browse, donate, or make a purchase through, or otherwise use the Website, you accept these Terms of Use. If you do not agree with these Terms of Use please do not access or use the Website.

Privacy Policy

These Terms of Use include our Privacy Policy, which describes how we use your personal information.

General

We reserve the right to change the terms and conditions of these Terms of Use. We will announce any such changes by posting a revised draft of these Terms of Use on the Website. You can determine when these Terms of Use were last revised by referring to the "Last Updated" legend at the top of this page. By continuing to use the Website following such changes, you will be deemed to have agreed to such changes. You agree to review these Terms of Use periodically to be aware of any such changes. Your use of certain services on the Website may be governed by additional rules, which are hereby incorporated herein by this reference. By using any service you acknowledge that you have reviewed all rules for the service in question and agree to be bound by them.

We also reserve the right, at any time, to: change or discontinue any content or feature of the Website or any services or products made available through the Website without notice; charge fees in connection with the use of the Website; modify and/or waive any fees charged in connection with the Website; and/or offer opportunities to some or all users of the Website. You agree that we will not be liable for any modification, suspension or discontinuance of the Website or of any service, content, feature or product offered through the Website. Your continued use of the Website after such changes will indicate your acceptance of such changes.

If you have any questions regarding the meaning or application of this Agreement, please direct your questions to legal@sonicomnimedia.com.

Community/Global Share

We welcome you to visit and participate in the "Community" or "Global Share" section of the Website

("Community/Global Share"). Community/Global Share may include elements such as a User Profile, Save Option, Comment Service, Rating Service, Personalized URLs, Bulletin Board service (such as message boards on the Website), Q&A Hours, and other interactive services we may offer from time to time. We value your participation in Community/Global Share and ask you to please help us to maintain a friendly, safe, helpful and informative environment. Information provided in Community/Global Share may be provided by our staff, special guest experts, or by contributors and users not connected with us, some of whom may use anonymous screen names. The opinions expressed in the Community/Global Share are not necessarily those of Sonic Omnimedia, Inc. All statements, advice, opinions expressed, and content provided, by contributors in Community/Global Share are those of such contributors only, and we neither endorse nor shall we be held responsible for the reliability or accuracy of such postings. We are not responsible for information or materials, or content made available in Community/Global Share (including errors or omissions in Community/Global Share postings, content or links and images embedded in Community/Global Share postings and/or content) or results obtained by using such information or materials. Content posted on our Website by our users is not guaranteed by us as to accuracy, completeness, or usefulness, and we do not endorse any content posted by our users. It is the responsibility of our Website users to evaluate the accuracy, completeness or usefulness of any content posted on our Website by other users. Under no circumstances will we be liable for any loss or damage caused by your reliance on information or materials obtained through the content and/or any postings in Community/Global Share and/or the Website. Information, including "Personally Identifiable Information" (any information which can be used to identify a specific individual, such as a name, postal address, telephone number, or email address), which is posted in Community/Global Share will be accessible to other users participating in Community/Global Share, including people you may not know and whose actions we may not control. Making this information available on the Website may result in a contributor or user receiving "spam" or unsolicited e-mail. Website users are encouraged to use discretion when communicating with others and/or disclosing Personally Identifiable Information online. In addition, Sonic Omnimedia, Inc. has no control over, and shall have no liability for, any damages resulting from, the use or misuse by any third party of information that you voluntarily make public through Community/Global Share or any other part of the Website. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION OR OTHER INFORMATION PUBLICLY AVAILABLE IN COMMUNITY/GLOBAL SHARE, YOU DO SO AT YOUR OWN RISK.

Accuracy of Information

We work hard to make sure all information provided on the Website is accurate, up-to-date and complete. However, the information and materials on the Website may contain errors or inaccuracies, including both

typographical and substantive errors. We reserve the right, in our sole discretion, without any obligation and without any notice requirement, to discontinue, change, improve or correct the information, materials and descriptions on the Website and to suspend or deny access to the Website for scheduled or unscheduled maintenance, upgrades, improvements or corrections. Any dated information is published as of its date only, and we have no responsibility to update or amend any such information.

Third Party Sites Linked to and From the Website

These Terms of Use apply only to our Website. We may, for your convenience, provide you with links to other websites from the Website (each, a "Linked Website"). We may provide links to other websites, but we do not control what those websites say or do. In particular, websites to which we link may request your personal and/or financial information. You acknowledge and agree that we have no responsibility for the accuracy or availability of information provided by any Linked Website. We are not responsible for other Websites' content, information collection practices, or use of the information they collect. Links to a Linked Website do not necessarily constitute an endorsement by or association with us of such sites or the content, owners of, products, advertising or other materials presented on such Linked Website. You acknowledge and agree that we do not control and are not 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 content, goods or services available on any Linked Website.

Other websites may provide links to the Website with or without our authorization. We do not endorse any such website, and are not and shall not be responsible or liable for any links from any such website to the Website, any content, advertising, products or other materials available on any such websites, or any loss or damages incurred in connection with any such website. Sonic Omnimedia, Inc. shall have the right, at any time and in its sole discretion, to block links to the Website through technological or other means without prior notice.

We encourage you to link to our Website, but you acknowledge that such linking does not constitute an endorsement by us of you, your Website, or any information or content therein.

YOU AGREE THAT YOUR USE OF ANY LINKED WEBSITE, INCLUDING YOUR USE OF ANY CONTENT, PRODUCTS, ADVERTISING OR OTHER MATERIALS AVAILABLE THROUGH SUCH LINKED WEBSITE, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH LINKED WEBSITE AND SUCH MATERIALS.

Third Party Services and Content

The Website contains services and content supplied by parties other than Sonic Omnimedia, Inc. (such services and content, collectively, "Third Party Services," and such third parties, "Third Party Providers"), including Third Party Services that connect Website users with third party vendors ("Third Party Vendors"). Any opinions, advice, judgments, statements, services, offers, or other information or materials expressed or made available by any Third Party Provider or Third Party Vendor, including through any Third Party Service, are those of the respective author(s) or distributor(s) and not of Sonic Omnimedia, Inc. We are not responsible for such information or materials, including errors or omissions in such information or materials or results obtained by using such information or materials, and shall not be liable for any loss or damage caused by your reliance on such information or materials. Sonic Omnimedia, Inc. does not guarantee the accuracy, completeness, or usefulness of any Third Party Services or such information or materials, nor their merchantability or fitness for any particular purpose.

You are solely responsible and liable for (and Sonic Omnimedia, Inc. shall not be responsible or liable for) your Communications with Third Party Providers and Third Party Vendors. Sonic Omnimedia, Inc. is not involved in, a party to, or responsible for any Communications between you and any Third Party Provider or Third Party Vendor or any disputes arising therefrom. Any such Communications and disputes are specifically and solely between you and the applicable Third Party Provider or Third Party Vendor. Any warranties or representations made with regard to any Third Party Provider, any Third Party Vendor, the conduct of any Third Party Provider's or Third Party Vendor's business, or any products or services featured on any Third Party Service, are made by the applicable Third Party Provider or Third Party Vendor, and not by Sonic Omnimedia, Inc. You agree to release Sonic Omnimedia, Inc., its affiliates and third party service providers, and their respective directors, officers, employees, owners, licensors and agents from all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any Communications or disputes between you and any Third Party Provider or Third Party Vendor. We do not endorse any Third Party Provider or Third Party Vendor, nor do we guarantee the quality of their goods or services, the information that they provide through the Website, or the conduct of their respective businesses. We encourage you to conduct your own research and due diligence into the Third Party Providers and Third Party Vendors.

Certain Third Party Services may require you to provide additional information in order to use them and/or may collect additional information from you while you are using them (for example, by engaging in Communications with Third Party Providers or Third Party Vendors in connection with such Third Party Services). The collection and use of such additional information may be governed by the privacy policies of

the applicable Third Party Provider, and Sonic Omnimedia, Inc. urges you to review any such privacy policies.

YOU AGREE THAT YOUR USE OF THIRD PARTY SERVICES AVAILABLE THROUGH THE WEBSITE IS AT YOUR OWN RISK.

Website Conduct

The entire Website is copyrighted. The entire Website and its contents are intended for your personal use. Certain articles or materials within the Website also may be separately copyrighted by us or by others, as indicated. If you like you may download, copy, display, print out, or send a copy of articles or materials to others where applicable so long as each copy indicates the appropriate copyright notice, credits us as your source, and is used only for your personal use. In some cases certain articles or materials may be separately copyrighted and not properly indicated. Everyone is encouraged to be honest. Third party services and content is addressed in the preceding section. In the event of a copyright not properly indicated, you are solely responsible and liable for (and Sonic Omnimedia, Inc. shall not be responsible or liable for) activities associated with the use, purchase, sale and presentation of these materials. You acknowledge that the permission granted in this section does not constitute an endorsement by us of you or your use of the information and content. The Website is intended to be used for lawful purposes only, and only for purposes relevant to the content available through the Website. You may have the opportunity to post, transmit or otherwise make available information, opinions, ideas, images or other content on the Website. Decisions as to whether such content violates our standards may be made in our sole discretion, after we have actual notice of such posting. We have the right, in our sole discretion, to edit, refuse to post or remove any material submitted to or posted on our Website at any time. We have the right, but not the obligation, to monitor the content posted on our Website and use of the Website to determine compliance with our Terms of Use and/or any other operating rules established by us, and/or to satisfy any law, regulation or government request, or for any other reason or purpose. We reserve the right, in our sole discretion, to edit, refuse to post, or remove any content or materials submitted to or posted on the Website, for any reason, including if we find such material to be in violation of these Terms of Use or otherwise objectionable or inaccurate. We also reserve the right, in our sole discretion, to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Website properly; to protect ourselves, our sponsors, and our visitors; to comply with legal obligations or governmental requests; or for any other reason or purpose. You are responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the Website, and you are solely responsible for all charges related thereto. Without limiting our rights hereunder, we have attempted to provide guidelines to those posting on the Website. Without limitation, your use of the Website is conditioned on your compliance with the guidelines set forth in this section, and any failure to comply with such guidelines may result in termination of your access to the Website pursuant to the "Termination" section below.

You may not upload, post, transmit or otherwise make available any material or content on or through the Website:

- that violates or infringes in any way upon the rights of others;
- that solicits, encourages, or promotes the use of illegal substances or activities;
- which is illegal, unlawful, threatening, abusive, harassing, defamatory, bigoted, libelous, derogatory, degrading, invasive of privacy or publicity rights, or fraudulent.
- any material that is protected by copyright, trademark, trade secret or any other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. You agree that you have the burden of determining whether any material is or is not protected by copyright. By submitting material in any form for any reason including, but not limited to, commercial activities of our Website, you grant (or warrant that the owner of such material has expressly granted) to us the royalty-free, worldwide, perpetual, irrevocable, transferable, non-exclusive right and license, sub-licensable (through multiple tiers), to use, reproduce, modify, create derivative works from, adapt, publish, translate, digitally perform, publicly perform, publicly display, distribute, and otherwise exploit in any manner any content, material and/or your name posted on the Website (collectively, the "Material") for the full term of any copyright that may exist in such Material, and/or to incorporate any such Material (in whole or in part) in other works in any form, media or technology now known or hereafter developed for any purpose whatsoever, commercial or otherwise, without compensation to, or prior approval by you. By submitting or sending Material to the Website you represent and warrant that (1) no other party has any rights to the Material or that you have all rights necessary to grant the rights granted hereunder, (2) the Material is not subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we shall not be liable for any use or disclosure of any Material, and (3) your provision of the Material to and through the Website, complies with all applicable laws, rules and regulations. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of the Material that you may have under any applicable law under any legal theory. You also permit any other user of the Website to access, view, store or reproduce the material for that user's personal use. You grant us the right to edit, copy, publish and distribute any material you make available to us. You will indemnify us for, from and against all claims, losses, costs and expenses resulting from the content and information you supply;
- that expresses or implies that any statements you make are endorsed by us, without our prior written consent; or
- that gives rise to civil or criminal liability, or otherwise violates any local, state, or federal law.
- advertising or commercial solicitations other than what has been agreed to by us in writing;
- promotional materials relating to other Websites or online services which are competitive with us and/or the Website;
- software or other materials that contain so-called viruses, worms, time bombs, Trojan horses, or other harmful or disruptive component;
- political campaign materials; chain letters; mass mailings; spam mail;
- any robot, spider, Website search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Website or their contents; or
- any material, non-public information about a company without the proper authorization to do so.

In connection with your use of the Website, you may not:

- engage in, or encourage or provide instructional materials relating to, any activity on the Website or its computer systems or networks connected to the Website that damages, disables, overburdens, or impairs the Website or any service we provide, restricts or inhibits any other user from using or enjoying the Website such as "hacking," "cracking," "spoofing," "data mining," or any other means to circumvent security procedure, or defacing any portion of the Website;
- harvest or collect information about Website visitors or Members without their express consent;
- use the Website to defame, abuse, stalk, threaten or otherwise violate the legal rights of others or for any fraudulent purpose;
- engage in, or encourage or provide instructional materials relating to, any activity on the Website or its computer systems or networks connected to the Website that interferes with any other party's use and enjoyment of the Website;
- reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Website;
- create a database by systematically downloading and storing Website content;
- frame or mirror any part of the Website without our prior written consent;

- interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available; or violate any requirements, procedures, policies or regulations of such networks;
- impersonate any person or entity, including any representative of Sonic Omnimedia, Inc.;
- in any way mislead as to the origin of your content;
- falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website;
- make use of our services to forge e-mail headers, or send bulk unsolicited e-mail messages;
- modify, adapt, translate, distribute, display, reverse engineer, perform, reproduce, decompile or disassemble, or create derivative works from or in any way exploit any portion of the Website or its contents; or,
- remove any copyright, trademark or other proprietary rights notice from the Website or materials originating from the Website.

You acknowledge and agree that you do not acquire any ownership rights by downloading or otherwise receiving any copyrighted material at any time in any way or form. Please contact us directly for special copyright permissions and with any other unique issues. We respect the right to free expression and speech in all its forms and ways and, while the letter of the law is respected for the mutual protection and benefit of all people worldwide, we do not choose to engage in censorship activities based on what personal viewpoints may be held about what is “acceptable” and “right” and what may not be and be otherwise. We hope you will always position yourself in a place of respect toward all others in all that you say and do, and that you will interpret this responsibility and opportunity to the best of your ability.

Interactions with Website Users

You are solely responsible and liable for (and Sonic Omnimedia, Inc. shall not be responsible or liable for) your interactions with other Website users. Sonic Omnimedia, Inc. is not involved in, a party to, or responsible for any communications, correspondence, interactions or transactions, whether verbal or written and whether electronic or otherwise (“Communications”), between you and any other Website user, or any disputes arising therefrom. You agree to release Sonic Omnimedia, Inc., its affiliates and third party service providers, and their respective directors, officers, employees, owners, licensors and agents from all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any Communications or disputes between you and any other Website user.

Submissions

Please note that we do not accept unsolicited materials or ideas for use in our publications, other media or businesses. We are not responsible for the similarity of any of our content or programming to any media or materials or ideas transmitted to the Website. Should you send any unsolicited materials or ideas, you do so with the understanding that no consideration of any sort will be provided to you, and that you are waiving any claim against Sonic Omnimedia, Inc. or our affiliates regarding the use of such materials and ideas, even if materials or ideas are substantially similar to the idea you submitted.

Sweepstakes and Contests

From time to time, we may offer and/or co-sponsor contests, sweepstakes, raffles, promotions and games on the Website. Each of these activities may be governed by specific rules accessible from the pages of the Website offering the promotion, which are separate from these Terms of Use. By participating in any such activities, you will become subject to those rules. Sonic Omnimedia, Inc. urges you to read any applicable rules, which will be linked from the particular activity, and to review our Privacy Policy which, in addition to these Terms of Use, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with these Terms of Use, the terms and conditions of such rules shall control.

Copyright and Trademark Policy

We respect the intellectual property of others, and we ask users of our Website to do the same. In accordance with the Digital Millennium Copyright Act (DMCA) other applicable laws, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, subscribers or account holders who are deemed to be repeat infringers. We may also at our sole discretion limit access to our Website and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. We understand the nature of copyright is updating in the internet age and may engage in civil disobedience or other activities based on our interpretation of any of these naturally occurring changes, presently existing and to come.

Trademarks and/or service marks including marks, graphics, typefaces, trade names and logos appearing on the Website are the property of Sonic Omnimedia, Inc. All other trademarks appearing on the Website are the property of their respective owners. Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use any of Sonic Omnimedia's trademarks, service marks or trade dress, and our trademarks, service marks and trade dress may not be used in any manner for any purpose without our express written consent in each instance.

Notice and Procedure for Notifying Registered Agent of Claims of Infringement

If you believe that any material on this Website infringes upon any copyright or trademark which you own or control, or that any link on this Website directs users to another Website that contains material that infringes upon any copyright or trademark which you own or control, you may file a notification of such infringement with our Registered Agent. Notifications of claimed copyright infringement must be sent to our Designated Agent for notice of claims of copyright infringement.

Address: Sonic Omnimedia Inc. Registered Agent/ Worldwide
3411 Silverside Road
Rodney Building Suite 104
Wilmington, DE 19810
Fax: (302) 477-0511

We suggest that you consult your legal advisor before filing a notice or counter-notice.

Purchases and Product Descriptions

The following terms and conditions apply to your purchase of any product through the Website (please note that to the extent that your purchase is carried out on a Linked Website, your purchase will be subject to the terms and conditions of use applicable to such Linked Website): If you wish to purchase any product made available through the Website, you may be asked to supply certain information relevant to your purchase, including your credit card number, the expiration date of your credit card, your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. Any such information provided through the Website will be treated by Sonic Omnimedia, Inc. in accordance with our Privacy Policy. By submitting such information, you grant Sonic Omnimedia, Inc. the right to provide such information to third parties for purposes of facilitating the completion of purchases initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any purchases.

We do not guarantee that product descriptions or other content on this Website will be accurate, complete, reliable, current, or error-free. Descriptions and images of, and references to, products on the Website do not imply our or any of our affiliates' endorsement of such products. We reserve the right, with or without prior notice, to change such descriptions, images, and references; to limit the available quantity of any product; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from conducting any or all transaction(s); and/or to refuse to provide any user with any product. Price and availability of any product offered through the Website are subject to change without notice. You agree to pay all charges that may be incurred by you or on your behalf through the Website, at the price(s) in effect when such charges are incurred, including all shipping and handling charges. In addition, you are responsible for any taxes that may be applicable to your purchases through the Website. Your sole remedy for the purchase of any product from Sonic Omnimedia, Inc. through the Website is to return it for a full or partial refund as set forth in the refund/shipping contract governing such purchase.

Disclaimer of Warranties and Limitation of Liability

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND THE RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, AS TO THE OPERATION OF THIS WEBSITE, OR THE ACCURACY,

TIMELINESS, OR COMPLETENESS OF INFORMATION, CONTENT, MATERIALS, OR SERVICES INCLUDED ON THIS WEBSITE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION UNDER LAW.

YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE AND ANY INFORMATION CONTAINED HEREIN IS AT YOUR SOLE RISK. YOU SPECIFICALLY ACKNOWLEDGE THAT SONIC OMNIMEDIA INC., ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, ADVERTISERS, SPONSORS, THIRD PARTY SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS, SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR INJURY ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE OR OUT OF THE BREACH OF ANY WARRANTY, OR CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO AND/OR ALTERATION OF THE WEBSITE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION EVEN IF SONIC OMNIMEDIA INC. OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. THEREFORE, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

SONIC OMNIMEDIA INC. NEITHER ENDORSES NOR IS RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT ON THE WEBSITE, NOR FOR ANY OFFENSIVE, DEFAMATORY, OR OBSCENE POSTING MADE ON THE WEBSITE BY ANYONE.

While we try to maintain the integrity and security of the Website and the servers from which the Website is operated, we cannot guarantee its absolute security, completeness or correctness, or that access to the Website will be uninterrupted. The Website may include inaccuracies, errors and materials that violate or conflict with these Terms of Use. Additionally, third parties may make unauthorized alterations to the Website. If you become aware of any unauthorized third party alteration to the Website, please contact us legal@sonicommimedia.com with a description of the material(s) at issue and the URL or location on the Website where such material(s) appear.

Indemnification

You agree to defend, indemnify, and hold harmless Sonic Omnimedia, Inc., its affiliates and its third party service providers, and their respective directors, officers, employees, owners, licensors and agents, from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of (a) your breach of these Terms of Use; (b) your activities in connection with the Website or any

services related to the Website (including Third Party Services); and/or (c) Communications and disputes between you and any other Website user or third party (including any Third Party Provider or Third Party Vendor). We may participate in the defense of any claim at our own cost. You shall not settle any claim that affects us without our prior written approval.

Miscellaneous

These Terms of Use, our Privacy Policy and any operating rules for the Website established by us constitute the entire understanding between you and us with respect to the use of the Website. We control and operate this Website from our offices in the United States of America. We do not represent that materials on the Website are appropriate or available for use in other locations. Persons who choose to access this Website from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. Persons who choose to access and use this Website are also subject to United States export controls and are responsible for any violations of such controls, including any United States embargoes or other federal rules and regulations restricting exports. We may limit the Website's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

These Terms of Use shall be construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules. You agree to exclusive jurisdiction by the federal and state courts located in New Castle County, Delaware, USA, and waive any jurisdictional, venue or inconvenient forum objections to such courts. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms of Use without restriction. Notices to you may be made via posting to the Website (including by posting such notices or providing links to such notices), by e-mail, or by regular mail, in our discretion. Without limitation, you agree that a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Sonic Omnimedia, Inc. will not be responsible for failures to fulfill any obligations due to causes beyond its control. The section headings used herein are for convenience only and shall not be given any legal import. As used herein the term "including" means "including," and the term "include(s)" means "include(s), without limitation." 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 Website must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any provision of these Terms of Use is found to be

unenforceable for any reason, than that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Information or Complaints

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Website, please send an e-mail to legal@sonicomnimedia.com. You may also contact us by calling us at 1-805-814-3275. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Termination

Your only right with respect to any dissatisfaction with (1) these Terms of Use, (2) any policy or practice of ours in operating the Website, or (3) any content available through the Website or any change therein, is to stop visiting and using the Website. We may terminate your use of the Website in any way, at any time, in our sole discretion. Upon any such termination, your right to use the Website will immediately cease. You agree that any termination of your access to or use of the Website may be effected without prior notice, and that we may immediately deactivate or delete any information concerning you and your activities, and all related information and files associated with it, and/or bar any further access to such information or files. You agree that we shall not be liable to you or any third party for any termination of your access to the Website or to any such information or files, and shall not be required to make such information or files available to you after any such termination. The following sections will survive any termination of these Terms of Use: "Interactions with Website Users," "Submissions," "Copyright and Trademark Policy," "Third Party Services and Content," "Third Party Sites Linked to and From the Site," "Disclaimer of Warranty; Limitation of Liability," "Indemnification," "Termination" and "Miscellaneous."

Parental Controls

We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is widely available on several legitimate Web sites. Sonic Omnimedia, Inc. does not endorse any of the products or services at any such sites.

Our Contact Information:

Address: Sonic Omnimedia /Worldwide
PO Box 383
Sapphire, NC 28774
Phone: (805) 814-3275
Email: info@sonicomnimedia.com

Our Contact Information: Legal Filing Only

Address: Sonic Omnimedia Registered Agent/ Worldwide
3411 Silverside Road, Rodney Building Suite 104
Wilmington, DE 19810
Fax: (302) 477-0511
Email: legal@sonicomnimedia.com

Modifications

We reserve the right to modify these Terms of Use at any time by posting such change here. Your continued use of the Website after such change is made constitutes acceptance of and agreement to be bound by the Terms of Use as modified.