

DANUBENET SERVICE TERMS OF USE AGREEMENT

The DanubeNet Service Terms of Use Agreement (Agreement) comprises the entire agreement between you and DanubeNet. By completing the registration process you are indicating your agreement to be bound by all of the terms and conditions of this Agreement.

MODIFICATION TO TERMS OF USE

DanubeNet, reserves the right to change the Terms of Use at anytime, effective upon making the modified provisions available on the DanubeNet Web site. You are responsible for regularly reviewing these terms and conditions. Continued use of the DanubeNet Service after any such changes shall constitute your consent to such changes. DanubeNet does not and will not assume any obligation to notify you of any changes to the Terms of Use.

USAGE RULES

The DanubeNet Service is offered to you to help you with the operation of your business. By using the DanubeNet Service you agree to be bound by this Terms of Use Agreement (as may be modified from time to time). The rights granted to you in this agreement are personal to you, and your company and its employees. You may not modify, copy, distribute, display, reproduce, publish, license, create derivative works from, transfer, reverse engineer, or sell any information, software, products, services or benefits obtained from the DanubeNet Service, except as expressly provided in this Agreement.

Additionally, you agree not to use the products or services provided through or in connection with the DanubeNet Service to: conduct any business that is unlawful, infringe or otherwise violate a third party's rights, collect information about third parties, without their express consent; interfere with or disrupt the DanubeNet service or servers.

DanubeNet reserves the right to disclose any information or materials as necessary to satisfy any applicable law, regulation, legal process or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, from the DanubeNet databases, at DanubeNet's sole discretion, without any notice.

SERVICE CONTACT

If you need to contact DanubeNet regarding the DanubeNet Service, please send e-mail to support@DanubeNet.com

ACCESS RESTRICTION

You are responsible for safeguarding the confidentiality of your DanubeNet Service password(s) and user name(s), and for any use or misuse of your account resulting from any third party using a password or user name issued to you.

DESCRIPTION OF SERVICE

Subject to your timely payment of related fees, DanubeNet is providing you with a capability to store and retrieve electronic data via the World Wide Web on DanubeNet's system. DanubeNet's software and service allows you to use Web-based forms that are bound to your DanubeNet account. Additionally, DanubeNet may help you create and serve Web-based reports and tables that are based on the data stored in your DanubeNet account. You understand that inappropriate use of this feature by you or other users of your account can make the data stored in your account available to the public at large. You accept full responsibility for the consequences of this and will ensure all your users are properly trained with the DanubeNet Service functionality.

FREE TRIAL ACCOUNT

From time to time DanubeNet may offer a free DanubeNet Service trial account to prospective customers. DanubeNet reserves the right to discontinue the offering of free trial accounts without notice. Free trial accounts are meant to let prospective customers experience the DanubeNet Service before subscribing to it. Use of free trial accounts for anything other than the above is prohibited. Furthermore, you agree that you are not allowed to open more than one trial account, and/or upon termination of your free trial account open a new trial account. Unless you convert your free trial account to a paid account within thirty (30) days of opening your account, DanubeNet reserves the right to discontinue your account at the end of the 30-day trial period and delete all your data and account information without notice.

ENHANCING AND MODIFYING THE SERVICE

DanubeNet reserves the right to enhance, upgrade, or modify the Service with or without notice to you. DanubeNet shall not be liable to you or any third party should DanubeNet exercise its right to enhance or modify the Service.

FEES

You hereby authorize DanubeNet to charge your credit card in advance for all applicable fees incurred by you or on your behalf in connection with your use of the DanubeNet product or service you have chosen to use. You shall be solely responsible for all charges, fees, duties, taxes, and assessments arising out of your use of DanubeNet Service. DanubeNet reserves the right to modify the fees charged for DanubeNet Service products and services from time to time, provided that such modifications shall not take effect earlier than thirty (30) days after DanubeNet posts such modifications on the DanubeNet Web site. Amounts not paid by you to DanubeNet when due, may bear interest at the lesser of (i) one and one-half percent (1.5%) per month, and (ii) the maximum rate permitted by applicable law. If you notify DanubeNet in writing that you are terminating this Agreement, fees pre-paid by you to DanubeNet for DanubeNet Service products or services will be credited back to your applicable credit card on a pro-rated basis (except to the extent such termination is due to your breach of this Agreement) within forty-five (45) days after receipt of your notice of termination. DanubeNet is not required to refund directly to you any amounts paid hereunder. It is your responsibility to make the appropriate changes and notify DanubeNet Service if your credit card has expired or your service may be disconnected or interrupted.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless DanubeNet, its parents, subsidiaries, affiliates, officers, directors, employees, consultants, partners and agents harmless from and against any and all claims, demands, liability, damages costs and expenses (including but not limited to attorneys' fees) arising out of, or related to, your use of the DanubeNet Service, your violation of this Agreement or any of the terms or conditions herein, or your infringement (including the infringement by any user of your account) of any intellectual property right or other right of DanubeNet or any third party (including, without limitation, infringement of any copyright, violation of any proprietary right and invasion of any privacy rights). These obligations will survive any termination of your relationship with DanubeNet or your use of DanubeNet Service.

LINKS TO THIRD PARTY WEB SITES

Some links within the DanubeNet Service may let users leave the DanubeNet Service. You understand that the linked sites are not under the control of DanubeNet and that DanubeNet is not responsible for the contents or operation of such linked sites or any link contained in such linked site, or any changes or updates to such sites. DanubeNet is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by DanubeNet of the linked site or any association with their operators.

NO RESALE OF THE SERVICE

You agree not to resell the DanubeNet Service without the express consent of DanubeNet. If DanubeNet learns that you violated No Resale policy, without explicitly written consent your account will be immediately terminated.

EXPORT

The U.S. export control laws regulate the export and re-export of technology originating in the United States, including the electronic transmission of information and software to foreign countries and foreign nationals. You agree to comply with these laws and not to transfer by electronic transmission or otherwise any Content derived from the DanubeNet Service without obtaining any required government authorization. You further agree not to upload to the DanubeNet Service any data that cannot be exported without prior written government authorization.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Your access to and use of the DanubeNet Service, and products and services of DanubeNet Service, is at your own risk. DanubeNet and its affiliates, will not be liable for any damage, loss or disclosure of information, data, revenue, accounts or business that occurs in connection with your use of the DanubeNet Service, or such products or services. DanubeNet makes no guarantees of any kind regarding the dependability, accuracy, security, timeliness or availability of the DanubeNet Service, or such products or services. Without limiting the foregoing, DANUBENET AND/OR ITS RESPECTIVE PARTNERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION, SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, SECURITY, TIMELINESS, OR ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND MATERIALS CONTAINED IN DANUBENET SERVICE FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. DANUBENET AND/OR ITS RESPECTIVE AFFILIATES HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR

MATERIALS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL DANUBENET AND/OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF DANUBENET SERVICE OR RELATED SERVICES, WITH THE DELAY OR INABILITY TO USE DANUBENET SERVICE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH DANUBENET SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF DANUBENET SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF DANUBENET OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE MAXIMUM LIABILITY OF DANUBENET TO YOU FOR ANY LOSS, CLAIM, DAMAGE, OR LIABILITY OF ANY KIND, INCLUDING DUE TO DANUBENET INC.'S NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO DANUBENET FOR THE PARTICULAR MONTH THAT GAVE RISE TO SUCH CLAIM. IF YOU ARE DISSATISFIED WITH ANY PORTION OF DANUBENET SERVICE, OR WITH ANY OF THESE TERMS OF USE AND NOTICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING DANUBENET SERVICE AND ITS RELATED SERVICES. WITHOUT LIMITING THE FOREGOING, DANUBENET IS NOT RESPONSIBLE FOR ANY OF YOUR DATA RESIDING ON DANUBENET AND DANUBENET SERVICE HARDWARE. IT IS YOUR RESPONSIBILITY TO TAKE THE NECESSARY STEPS TO ENSURE YOUR PRIMARY MEANS OF BUSINESS IS MAINTAINED.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, DANUBENET MAKES NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, TIMELY, ERROR FREE OR ALWAYS AVAILABLE; (II) REGARDING THE RELIABILITY OR ACCURACY OF THE SERVICES OR OF THE INFORMATION DISTRIBUTED, OBTAINED OR PRESENTED VIA THE SERVICES AND YOUR USE OF SUCH INFORMATION IS AT YOUR DISCRETION AND RISK; (III) THAT THE SERVICES WILL MEET ANY OF YOUR REQUIREMENT; OR (IV) THAT DANUBENET WILL CONTINUE TO OPERATE ITS SERVICE IN ITS CURRENT FORM. USE OF THE SERVICES BY YOU IS AT YOUR SOLE RISK.

GENERAL

This Agreement is governed by the laws of the State of New Jersey, U.S.A. You hereby consent to the jurisdiction of and venue in courts located in Somerset County, New Jersey, U.S.A. in all disputes arising out of or relating to the use of the DanubeNet Service. In addition, you hereby consent to the exclusive jurisdiction of and venue in such courts for any action commenced by you against DanubeNet, (or its affiliates). You agree that no joint venture, partnership, employment, or agency relationship exists between you and DanubeNet as a result of this Agreement or use of DanubeNet Service. DanubeNet's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of DanubeNet's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the DanubeNet Service or information provided to or gathered by DanubeNet with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and DanubeNet with respect to the DanubeNet Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and DanubeNet with respect to the DanubeNet Service. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not rent, lease, license, grant a security interest in, or otherwise transfer or sublicense your rights hereunder to any third party. Use of the DanubeNet Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

DanubeNet's failure to insist upon strict performance of any of the provisions of this Agreement shall in no way constitute a waiver of future violations of the same or any other provision.

If either you or DanubeNet commences any action or proceeding against the other to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses and attorneys' fees (including all related costs and expenses), incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

TERMINATION.

Either you or DanubeNet may terminate this Agreement for any reason at any time by giving the other party notice of termination. Such termination shall be effective upon receipt of notice. Upon termination, your right to access and use the Services granted in this Agreement automatically terminates, and DanubeNet shall have the right to delete all data, files, or other information relating to you that are stored by DanubeNet relating to the Services. Any Fees due to DanubeNet for Services provided to you shall become due immediately upon such termination. A late charge of 1.5% per month or the highest rate permitted by law will be charged for delays in payment of such Fees.

NOTICES

All notices, requests, and other communications under this Agreement shall be in writing and be delivered in person, or sent by e-mail (electronic mail) to your e-mail address as provided by you to DanubeNet, or sent by certified mail, return receipt requested, overnight courier service, or by facsimile to the address or facsimile number of the party set forth below, or to such other addresses or numbers as may be stipulated in writing by you and DanubeNet pursuant hereto. Unless otherwise provided, notice will be effective on the date it is officially recorded as delivered by return receipt or equivalent or by facsimile confirmation date or two days after it is sent to you via e-mail.

TRADEMARKS

DanubeNet Service is either a trademark or registered trademark or service mark (collectively Trademark) of DanubeNet. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The right to access and use the DanubeNet Service does not include any right to use such Trademarks of DanubeNet.

HEADINGS

The section headings used in this Agreement are for convenience of reference only and shall not affect the meaning of the terms and provisions of this Agreement.

DanubeNet reserves any rights not expressly granted herein.