

INTERNET SITE AGREEMENT

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCEPTING THESE TERMS OR ACCESSING THIS WEBSITE YOU AGREE TO BE BOUND BY THE TERMS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS POSTED TO THIS WEBSITE FROM TIME TO TIME. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.

The following are the terms and conditions for use (the "Terms") of the MBA Technologies, Inc. ("MBA") web site (the "Website"). Please read the Terms carefully.

1. **Acceptance.** By accepting these terms, accessing the website or using the Site Material (as defined below) you are deemed to accept the validity of and be bound by the Terms as stated herein without modification. Site Material is defined as any legal materials, documents, contracts, software, products, web links, information or any other materials provided by MBA or located on this Website.
2. **Nature of the Service and Disclaimer re Practice of Law.** MBA is not a law firm and does not provide legal advice. No Attorney-Client relationship is created between you and MBA or its owners, agents, representatives, partners or affiliates by use of this Website, Site Material or by the use of any information or forms provided by this Website. The Site Material, forms, documents and information on this Website are to be used as guides only and should be reviewed by an attorney familiar with the laws of the jurisdiction where this information may be used. No liability is assumed for errors in substance or form. No liability is assumed for improper use of these forms. It is your responsibility to review and revise the forms to meet current law in the jurisdictions where used and your particular facts. These forms are not intended as and are not a substitute for legal advice and they should only be a starting point for you. An attorney should be consulted for all serious legal matters. Forms may have to be modified to suit your particular needs and state law requirements.
3. **Use of Website Material**
 - A. **General.**
 - i. You agree not to use the Website or any Site Material for any purpose or activity which is contrary to or against any law, regulation or rule applicable to your jurisdiction or for any purpose which would not give full effect to the Terms even if that purpose is otherwise allowed under the Terms of this agreement.
 - ii. Subject to the terms hereof, you may view, copy, download, or print material appearing on the Website subject to the following conditions:
 - All copyright, trademark, and other proprietary notices contained in all such copies must be kept intact; and
 - The copyright notice and permission notice: "Copyright © 2006 MBATechnologies.com. All rights reserved. Protected by the copyright laws of the United States and international treaties" must appear on each copy.

- iii. THE LEGAL FORMS AVAILABLE ON THIS WEBSITE MAY BE USED OR MODIFIED FOR USE IN CONJUNCTION WITH A SINGLE DISCRETE PERSONAL OR COMMERCIAL TRANSACTION, BUT THEY MAY NOT BE REPRODUCED, REPUBLISHED, UPLOADED, POSTED, TRANSMITTED, DISTRIBUTED, OR OTHERWISE DISSEMINATED FOR ANY OTHER PURPOSE WHATSOEVER, REGARDLESS OF WHETHER FOR PROFIT OR NOT FOR PROFIT. YOU ARE LICENSED TO USE THE FORM FOR THAT PURPOSE AND THAT PURPOSE ONLY.
- iv. Final Contract is defined as the finished legal document created through the use of a MBA product such as THE Restoration Contract Creation Wizard.
- v. Website Fees. General access to the Website is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Website, including, but not limited to the MBA Restoration Contract.

There will be a charge for each time you use or create a document or otherwise use this service.

We reserve the right from time to time to add or modify the charges and will notify you when we do so pursuant to these Terms.

B. Single Use License. Purchase of a Single Use License entitles you to:

- i. use the Final Contract for a single transaction,
- ii. make one electronic backup copy of the Final Contract for your use,
- iii. to make necessary mechanical copies of the Final Contract for your records and as required for completion of the specific transaction for which the Final Contract is intended.

C. Multiple Use License. Purchase of a Multiple Use License entitles you to:

- i. use of the Final Contracts for which the license is purchased for one year from the date of purchase for as many transactions as you need,
- ii. make one backup electronic copy of each Final Contract for your use,
- iii. to make necessary mechanical copies of the Final Contracts for your records and as required for completion of the specific transactions for which the Final Contracts are intended.

When purchased by an organization, a Multiple Use License allows one individual within that organization to exercise the rights listed above. The rights granted by purchase of license cannot be assigned. If multiple individuals within an organization require access, a Multiple Use License must be purchased for each individual.

D. Information Reviews. MBA does not review the information, answers or choices you place on any of the Sites. You are totally responsible for completeness, spelling, internal consistency and grammar. Our staff may review your information for internal evaluation purposes. At no time does our review change these terms or offer any position or opinions as to legal sufficiency, legal conclusions, provide legal advice or apply the law to the facts of your particular situation.

4. **Restrictions and Limitations.** To the maximum extent allowable under applicable law, you agree not to publish, re-publish, lend, license, give away, look at the software source code, modify the software source code, post to an Internet Website, or use in an automated system any of the Site Material, nor will you allow or assist a third party to do so.

Materials provided by MBA are for general use in restoration projects throughout the United States only ("Materials") and do not take into consideration local, state or federal laws within a specific jurisdiction or the particular circumstances pertaining to a project or service to be provided. MBA makes no warranties or representations with regard to the application of Materials for any particular location or state. Licensee agrees to have any agreements, data or other documents or materials produced from Materials reviewed by a local attorney to determine their legal effectiveness and application in the location where the Materials are being used. Nothing in Materials is intended to provide any legal advice. Licensee shall be exclusively responsible for the supervision, management, control and use of Materials and any projects performed by Licensee using Materials.

MBA retains the right to prohibit organizations, groups, or individuals from using its Websites at its discretion.

5. **Client Privacy.** MBA has established a [Privacy Policy](#) [link]. This policy is subject to change as deemed appropriate by MBA. Currently, MBA does not share customer information of any kind with anyone unless necessary to perform the action requested by you (i.e. information to credit/debit card company to purchase of license). We do not sell, rent or provide outside access to our mailing list. We will not sell or rent your name or personal information to any third party.

MBA may collect such personal information that is necessary for you to access and use our services and Site Material to better service you. This personal information includes, but is not limited to, first and last name, physical address, zip code, email address, phone number, social security number, birth date, credit card information, financial information, loan information, vehicle information, marital information, and other personal information.

MBA may release personal information if MBA is required to by law, search warrant, subpoena, court order or fraud investigation.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Website or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Policy.

We may also use personal information in a manner that does not identify you specifically nor allow you to be contacted but does identify certain criteria about our Website's users

in general (such as we may inform third parties about the number of registered users, number of unique visitors, and the pages most frequently browsed).

6. Computer Equipment; Browser Access and Internet Services

- A. You are responsible for obtaining, installing, maintaining and operating all equipment necessary for you to access the Website. You agree that you will utilize a reputable antivirus software program on your equipment and that you will update such antivirus software periodically in accordance with a commercially reasonable schedule. We are not responsible for any errors or problems that arise from the malfunction or failure of your equipment.
- B. By utilizing an encrypted browser, you may access the Website. You are responsible for obtaining a browser capable of a sufficiently high level of encryption to meet the systems requirements we establish from time to time. If we make browser software available to you, you may use such browser or any other browser of your choice to access the Website via the Internet so long as it meets our encryption standards. You acknowledge that we are not responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for, any browser or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. Although we may make browser software available to you or facilitate a link to a third party Website where you may download such browser software, we make no endorsement of any specific browser software. Your use of any browser may also be subject to the license agreements of the browser manufacturer, in addition to the terms of this Agreement.
- C. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you have requested the service for your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that you are satisfied with that assessment. We are not responsible for any Internet access services.

7. Refund Policy.

- A. MBA aims to provide high quality services, including the automated documents. Once a person has purchased a license, they are automatically given access to our Website and the features of that document. While our software and Website should enable you to print or save the documents, MBA cannot warrant that any specific customer will be able to print, save or edit its document. MBA has minimal control over how a customer prints or saves a document as the printing and saving is controlled by your browser's preferences and your printer's fonts. However, MBA's technical support is more than willing to assist you in changing your settings or browser so you are able to print or save or edit your documents. You agree to answer any questions and otherwise assist our technical support team in determining why your computer is unable to fully utilize the Website's

features. Our technical support will respond to your requests as soon as possible during our regular business hours.

- B. If, for whatever, reason, you are not satisfied with the legal document that is produced with this system, and you request a refund, a full refund will be provided for you, as long as you request such a refund no longer than ten (10) days after you download the document. Please make your requests per email for the fastest refund turn-around time.

8. Copyright Notices and Ownership of Intellectual Property.

- A. The works of authorship contained in the Website, including but not limited to all design, text, sound recordings and images, are owned, except as otherwise expressly stated, by MBA. Except as otherwise expressly stated herein, they may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without MBA's prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. § 107), as amended, and then, only with notices of MBA's proprietary rights. Subject to these rights, you may download information and print out hard copies of the Final Contracts as licensed by these terms after payment for that License, so long as you do not remove any copyright or other notice as may be contained in information, as downloaded.
- B. MBA DOES NOT transfer to you title to any tangible copy, or original, of the documents or any other Site Material. All ownership and copyright in the Site Material belong solely to MBA and its suppliers. You agree that the Materials will be the property of MBA, subject to applicable law restricting such provisions. Your rights in any Site Materials, Final Contract or Use of Website are limited to the license granted herein and subject to these terms.
- C. Most of the forms have been created by attorneys and are copyrighted by us. However, some forms may be based on public domain materials or government forms. MBA claims no interest in those forms.

9. Limitation of Liability; No Warranties.

- A. . AS AN EXPRESS CONDITION PRECEDENT TO THE USE OF THIS WEBSITE, YOU AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK AND THAT THE WEBSITE (INCLUDING ALL SITE MATERIAL AND OTHER INFORMATION AND DOCUMENTS CONTAINED ON THE WEBSITE) IS PROVIDED "AS IS", WHERE-IS", AND "AS AVAILABLE". MBA AND THIRD PARTY DATA PROVIDERS ARE NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE WEBSITE. MBA AND THIRD PARTY DATA PROVIDERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE WEBSITE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE. FURTHER, MBA WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THIS WEBSITE, OR FOR THE INCOMPATIBILITY BETWEEN

THIS WEBSITE AND FILES AND THE USER'S BROWSER OR OTHER WEBSITE ACCESSING PROGRAM. NOR WILL MBA BE LIABLE FOR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND MBA'S CONTROL. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS.

- B. MBA AND THIRD PARTY DATA PROVIDERS DO NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE MATERIALS AND INFORMATION. FURTHERMORE, MBA AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, COMPUTER VIRUSES, MALICIOUS CODE, OR OTHER DEFECT IN WEBSITE, ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND THE USER'S FILES AND THE USER'S BROWSER OR OTHER WEBSITE ACCESSING PROGRAM, OR ANY OTHER PROBLEMS EXPERIENCED BY THE USER DUE TO CAUSES BEYOND MBA'S CONTROL. NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING MBA RESPONSIBILITIES AND OBLIGATIONS TO CLIENTS IN ACCORDANCE WITH OTHER APPLICABLE LAWS AND REGULATIONS.
 - C. THE CONTENT, MATERIAL AND INFORMATION ON THIS WEBSITE IS FOR INFORMATION PURPOSES ONLY. IT IS BELIEVED TO BE RELIABLE, BUT MBA DOES NOT WARRANT ITS COMPLETENESS, TIMELINESS OR ACCURACY.
 - D. UNDER NO CIRCUMSTANCES WILL MBA BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE WEBSITE OR ANY PORTION THEREOF, REGARDLESS OF WHETHER MBA HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.
 - E. THE PARTIES AGREE THAT YOUR SOLE REMEDY AND THE MAXIMUM LIABILITY OF MBA WITH REGARD TO USE OF THE WEBSITE, SITE MATERIALS, DOCUMENTS AND/OR INFORMATION SHALL BE THE AMOUNT PAID TO MBA BY YOU.
10. **Notices.** You agree that by using the Website, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Website may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.
11. **System Failures, Risk of Loss and Potential Disruption of Service.** Access to the Website may from time to time be unavailable, delayed, limited or slowed due to many factors:

- hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- overload of system capacities;
- damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- interruption (whether partial or total) of power supplies or other utility of service;
- strike or other stoppage (whether partial or total) of labor;
- governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of MBA.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

12. Website Links. The Website may contain links to other third party web websites. Links to other websites are provided solely as pointers to information on topics that may be useful, and MBA has no control over the content on such non-MBA websites. We are not responsible for, nor do we control, the content, products, or services provided by linked websites. We do not endorse or guarantee the products, information or recommendations provided by linked Websites, and are not liable for any failure of products or services advertised on those Websites. If you choose to link to a website not controlled by MBA, MBA makes no warranties, either express or implied, concerning the content of such Website, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does MBA warrant that such website or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such Website or content is devoid of viruses or other contamination. MBA does not guarantee the authenticity of documents on the Internet. Links to non-MBA websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such websites, or any representation regarding the content at such websites. In addition, each third party Website may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

13. Passwords. We may at our option require a password to access our Website ("Password"). In addition, we may change the parameters for the Password used to access the Website without prior notice to you, and if we do so, you will be required to change your Password the next time you access the Website. If you permit any other person(s) or entity to use the Website or to access or use your Passwords, you are responsible for any transactions and activities performed and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Website without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us.

- 14. Other Terms and Agreements.** In the event of a dispute arising under or relating in any way to the Terms or to the Website, we agree to resolve this dispute by looking to the Terms. If there is a conflict between what one of our employees says and the Terms, the Terms shall control. These Terms take precedence over any conflicting material which may be set forth at other places on the Website. In addition to Terms, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service. In the event of a conflict between the Terms and another written agreements with us, the terms of your other more specific agreement will control except as may be otherwise stated herein.
- 15. Severability.** If any Term is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining Terms and will not affect the validity and enforceability of such remaining terms. The section headings in these Terms are for convenience only and must not be given any legal import. These Terms may be assigned by MBA at any time. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to the Terms and use of Website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 16. Payment.** Payment for all Site Materials, Licenses, Final Contracts, etc. which may be accessed through this Website are due immediately. You authorize MBA to charge your credit/debit card entered on the appropriate screen for payment for products and services accessed through this Website. In the event MBA is unable to secure funds from such credit/debit card for this transaction for any reason, including but not limited to, insufficient funds in your credit/debit card account or insufficient or inaccurate information provided when your electronic payment is submitted, you agree to pay such amount in full within ten (10) days of notice, oral or written. I understand that further collection action may be undertaken by MBA, including application of fees and interest to the extent permitted by law. Any amount due, but not paid when due shall incur Interest as of the date due at the lesser of (i) the maximum lawful interest rate or (ii) one and one-half percent (1.5%) per month.
- 17. Termination; Availability.**
- A. MBA may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Website, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Website for a period of three (3) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.
 - B. MBA retains the right to increase the price of the License. In this case, MBA must give you reasonable notice and you will have the right to terminate the License if you do not accept the price increase.
 - C. Not all of the products or services described on the Website are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service.

- D. In the event the License is terminated for any reason, the ongoing obligations in the Terms shall continue after termination.
- 18. Indemnification.** You acknowledge and agree that you are personally responsible for your conduct while using the Website and agree to indemnify and hold MBA, its officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with user's use of or conduct on the Website, a third party claim or otherwise, in relation to your use of the Website or the use of the Website by anyone using your Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.
- 19. New Features and Modification to Terms.** MBA may, from time to time, introduce new features to the Website or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features. MBA reserves the right to change the Terms and/or policies regarding the use of the Website at any time and to notify you by updating the Website and those Terms, or as otherwise required by law. You should review the Terms each time you enter the Website to review any such changes.
- 20. Disputes and Binding Arbitration.** YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE WEBSITE ("CLAIM"), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY.

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms of the may be obtained and Claims made may be filed at American Arbitration Association in Dallas, Texas, www.adr.org. Any

arbitration hearing that you attend shall be held at a place chosen by the arbitrator or arbitrator administrator in Fort Worth, Texas, unless otherwise required by law. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

- 21. Enforcement.** If any part of the Terms cannot be enforced for any reason, this decision will not affect the validity of the remainder of the Terms and Disclaimer which will In the event any of the terms or provisions of these Terms and Conditions or the Website's Disclaimer shall be held to be enforceable, the remaining terms and provisions shall be unimpaired and shall continue to be in full force and effect. Any unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms and Conditions shall be subject to any other agreements you have entered into with MBA.
- 22. Governing Law.** The user's access to and use of the Website, and the Terms are governed by the laws of the State of Texas, without regard to any choice of law provision, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. By accessing, using and/or accepting these Terms, you hereby consent to the exclusive jurisdiction of the courts of County of Tarrant, State of Texas, U.S.A.

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Privacy Policy - Your Privacy Rights

The following sets forth the Privacy Policy for the Website of MBA Technologies, Inc. The effective date of this policy is June 15, 2006.

MBA is committed to protecting your online privacy. The following policy explains how your personal information will be treated when you register with MBA on this Website. If we are going to use your personally identifiable information in a manner different from that stated at the time of collection we will notify you by posting a notice on our Website for 30 days.

CONTACTING US

Our postal address is: MBA Technologies, Inc.
P.O. Box 121326
Arlington, Texas 76012

We can be reached via e-mail at jtarvin@mba-technologies.com or by telephone at (817) 354-8700.

PRIVACY

MBA will not disclose personal information other than in accordance with this Policy. In general, that means that you must consent to the disclosure in advance, either by verbal approval, written confirmation or online clicking the acceptance button on this Website or otherwise confirming your consent by using this Website. We share personal information with third parties as necessary to complete a transaction (credit/debit card payments), perform a service on our behalf (such as enhancing our ability to serve you better), or perform a service that you have requested. When a third party acts solely on our behalf, MBA does not allow them to use your information for other purposes.

MBA may release personal information when MBA believes release is appropriate to comply with the law or in good faith reliance on legal process (e.g., court orders, subpoenas, E911 information, etc.); enforce or apply our customer agreements; initiate, render, bill, and collect for services; protect our rights or property, or protect users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services; facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government; or if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of communications, or justifies disclosure of records, to a governmental entity without delay.

INFORMATION COLLECTED

For each visitor to our Web page, our Web server automatically recognizes the consumer's domain name and e-mail address (where possible).

We collect the domain name and e-mail address (where possible) of visitors to our Web page, the e-mail addresses of those who post messages to our bulletin board, the e-mail addresses of those who communicate with us via e-mail, the e-mail addresses of those who make postings to our chat areas, aggregate information on what pages consumers access or visit, user-specific information on what pages consumers access or visit, information volunteered by the consumer, such as survey information and/or site registrations.

The information we collect is used to improve the content of our Web page, used to customize the content and/or layout of our page for each individual visitor, used to notify consumers about

updates to our Website, used by us to contact consumers for marketing purposes, and disclosed to government, industry and other authorized officials as required by law, subpoena, warrant, court order or fraud investigation.

COOKIES

Cookies are small files placed on your computer's hard drive by a web site when you visit. These files identify your computer and record your preferences and other data about your visit so that when you return to the site, the site knows who you are and can personalize your visit. Consequently, cookies are often tied to the use of personally identifiable information while using our site. In general, we use cookies to collect information so that we can do some or all of the following:

- Website visitors' preferences.
- Determine how to improve our site by seeing which areas, features and products are most popular;
- Record session information, such as items that consumers purchased, record user-specific information on what pages users access or visit, alert visitors to new areas that we think might be of interest to them when they return to our site.
- Record past activity at a site in order to personalize the site and provide better service when visitors return to our site.
- Ensure that visitors are not repeatedly sent the same banner ads.
- Customize Web page content based on visitors' browser type or other information that the visitor sends.
- Complete transactions you have requested.

COMMUNICATIONS

If you do not want to receive e-mail from us in the future, please let us know by sending us e-mail at the above address or writing to us at the above address.

While we do not currently make the e-mail addresses of those who access our site available to other organizations, we may do so in the future if such information assists our customers. If we do so, we will notify you in advance. If you do not want us to share your e-mail address with other companies or organizations, please let us know by e-mailing us at the above address or writing to us at the above address. If you supply us with your postal address online you may receive periodic mailings from us with information on new products and services or upcoming events. If you do not wish to receive such mailings, please let us know by e-mailing us at the above address or writing to us at the above address.

Persons who supply us with their telephone numbers online will only receive telephone contact from us with information regarding orders they have placed online or confirmation of information. If you do not wish to receive such telephone calls, please let us know by sending us e-mail at the above address or writing to us at the above address.

With respect to ad servers: We do not partner with or have special relationships with any ad server companies but may choose to do so in the future.

CHANGES TO THIS POLICY

MBA may revise or update this Policy as it deems appropriate, including for example, if our practices change, as we change existing or add new services, as we develop better ways to inform you of products we think will be of interest, or if the law so requires. From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our

privacy notice. If, however, users' personally identifiable information will be used in a manner materially different from that stated at the time of collection, MBA will notify you via posting on this page for 30 days before the material change is made. Users will have a choice as to whether or not their information will be used in this materially different. If you are concerned about how your information is used, you should check back at our Web site periodically, we will use for these new purposes only data collected from the time of the policy change forward. Customers may prevent their information from being used for purposes other than those for which it was originally collected by calling us at the number provided above, e-mailing us at the above address or writing us at the above address.

Upon request we provide site visitors with access to a description of information that we maintain about them. Consumers can access this information by e-mailing us at the above address, writing to us at the above address or calling us at the number provided above. Consumers can have this information corrected by sending us an e-mail at the above address, calling us at the above telephone number or writing to us at the above address.

SECURITY

With respect to security: We always use industry-standard encryption technologies when transferring and receiving consumer data exchanged with our site. When we transfer and receive certain types of sensitive information such as financial or health information, we redirect visitors to a secure server and will notify visitors through a pop-up screen on our site. We have appropriate security measures in place in our physical facilities to protect against the loss, misuse or alteration of information that we have collected from you at our site.

An important part of ensuring the security of personal information is your own effort to protect against unauthorized access to your wireless device and the personal information contained in it. We may at our option require a password to access our Website ("Password"). In addition, we may change the parameters for the Password used to access the Website without prior notice to you, and if we do so, you will be required to change your Password the next time you access the Website. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Website, you agree to protect and keep confidential your Password, or other means of accessing your accounts via the Website. The loss, theft, or unauthorized use of your Passwords could permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use the Website or to access or use your Passwords, you are responsible for any transactions and activities performed and for any use of your personal and account information by such person(s) or entity.

If you feel that this site is not following its stated information policy, you may contact us at the above addresses or phone number. If you believe someone may attempt to use or has used the Website without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us.

BUSINESS TRANSFERS

Information about our users, including personal information, may be disclosed as part of any merger, acquisition, sale of company assets, or transition of service to another provider, as well as in the unlikely event of insolvency, bankruptcy, or receivership in which personal information would be transferred as one of the business assets of the company.

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