

# ECHOFIRESITES.COM USER AGREEMENT

**IMPORTANT-PLEASE READ CAREFULLY:** THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ECHOFIRE MEDIA, INC. REGARDING THE ECHOFIRESITES.COM WEB SITE (THE "WEB SITE"). AS USED HEREIN, "WE," "US," "OUR" AND "ECHOFIRE MEDIA" SHALL MEAN ECHOFIRE MEDIA, INC.; "YOU" AND "YOUR" SHALL MEAN THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, THAT REGISTERS FOR OR USES THE WEB SITE.

BY REGISTERING AS A USER OF ECHOFIRESITES.COM, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS. YOU ARE PERMITTED TO USE THE WEB SITE AND ACCOUNT AS SET FORTH BELOW ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS USER AGREEMENT (THE "AGREEMENT").

BY ACCESSING YOUR ECHOFIRESITES.COM ACCOUNT, YOU INDICATE YOUR AGREEMENT TO THE TERMS SET FORTH BELOW. IF YOU DO NOT AGREE, OR DO NOT HAVE AUTHORITY TO AGREE, TO THESE TERMS, DO NOT USE YOUR ECHOFIRESITES.COM ACCOUNT AND CEASE USE OF THIS WEB SITE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE COMPANY AND TO BIND THE COMPANY TO ALL OF THE TERMS AND CONDITIONS HEREOF. ANY USE OF YOUR ACCOUNT BY YOU OR BY A THIRD PARTY ON YOUR BEHALF CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT.

IF YOUR COMPANY/EMPLOYER HAS ENTERED INTO A SALES OR OTHER AGREEMENT WITH ECHOFIRE MEDIA (THE "SALES AGREEMENT"), YOU WILL BE BOUND BY APPLICABLE ADDITIONAL TERMS CONTAINED IN THE SALES AGREEMENT. IF ANY TERMS, OF THE SALES AGREEMENT CONFLICT WITH THE TERMS OF THIS AGREEMENT, THE TERMS OF THE SALES AGREEMENT SHALL GOVERN.

## 1. OPENING USER ACCOUNT; LOGIN AND PASSWORD.

1.1 To open a user account, you must complete the registration process by providing ECHOFIRE MEDIA with current, complete and accurate information as prompted by the registration form. In registering for the user account, you agree to submit accurate, current and complete information about you and your company, and promptly update such information. Should ECHOFIRE MEDIA suspect that such information is untrue, inaccurate, not current or incomplete; ECHOFIRE MEDIA has the right to suspend or terminate your usage of the user account without refund.

1.2 Upon registration, you will receive a user name and personal password. You will be responsible for keeping your user name and password confidential. You will notify us immediately upon learning of any unauthorized use of your user name or password. ECHOFIRE MEDIA cannot and will not protect you from the unauthorized use of your user name and password. You will be responsible for all activities and charges incurred through the use of your user name and password, and any claims, liability, damages, losses and costs (including reasonable attorneys' fees) resulting from the unauthorized use of your password. Notwithstanding the above, you will not be responsible for any activities, charges, claims, liabilities, damages, losses or costs (including reasonable attorneys' fees) that arise from the unauthorized use of your password resulting from a grossly negligent act or omission or willful misconduct of ECHOFIRE MEDIA directly.

## 2. GENERAL USE PROVISIONS.

2.1 All materials provided on the Web Site, including information, documents, products, logos, graphics, sounds, images, Software (as further defined below) and services (hereinafter, "Materials"), are provided either by ECHOFIRE MEDIA or by its respective third party manufacturers, authors, developers, licensors and vendors ("Third Party Providers") and are the copyrighted work of ECHOFIRE MEDIA and/or its Third Party Providers. As used herein, the term "Materials" shall not include the Data provided by and generated by you as referenced in Section 5, below. Third Party Providers, are intended third party beneficiaries of this Agreement and may enforce the terms of this Agreement against you.

2.2 Subject to the terms and conditions herein, ECHOFIRE MEDIA hereby grants you a non-exclusive, non-sublicensable, non-transferable license to use the ECHOFIRE MEDIA Materials on the Web Site provided that: (1) the intellectual property notices identified in Section 17, below, appears in the Materials; and (2) the use of such Materials is solely for your own business use and will not otherwise posted on any networked computer, mirrored on any third party server or broadcast in any media.

2.3 Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted, transferred, assigned or transmitted in any form or by any means, including electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of ECHOFIRE MEDIA or the appropriate Third Party Provider. Except where expressly provided otherwise by ECHOFIRE MEDIA, nothing on the Web Site shall be construed to confer any license to any of ECHOFIRE MEDIA's or any Third Party Provider's intellectual property rights, whether by estoppel, implication, or otherwise.

2.4 You may not, without ECHOFIRE MEDIA's prior written consent, (i) share your user account with another entity, or (ii) share your user account with another individual, unless (A) you are an individual, (B) you provide ECHOFIRE MEDIA with the name, address and telephone number of the other individual that will be sharing your user account, and (C) you and the other individual market your services together as a team through the Web Site by sharing the same marketing materials, including, without limitation, marketing photographs used on the Web Site, e-mail addresses, telephone numbers, etc.

## 3. LINKS TO THIRD PARTY SITES; THIRD PARTY INTERACTION.

3.1 The Web site may contain links to web sites controlled by parties other than ECHOFIRE MEDIA. ECHOFIRE MEDIA is not responsible for and does not endorse or accept any responsibility for the contents or use of these third party web sites or any transactions completed through such sites. ECHOFIRE MEDIA is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ECHOFIRE MEDIA of the linked web site, notwithstanding the inclusion on such site of the trademarks of ECHOFIRE MEDIA or its Third Party Providers. It is your responsibility to take precautions to ensure that whatever materials you select for your use are sufficient for your purposes and are free of viruses or other items of a destructive nature.

3.2 Materials provided by Third Party Providers on this Web Site have not been independently reviewed, tested, certified, or authenticated in whole or in part by ECHOFIRE MEDIA. ECHOFIRE MEDIA does not

provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by ECHOFIRE MEDIA. Any correspondence with, purchase of goods or services from, participation in third party promotions of such Third Party Providers is solely between you and the applicable Third Party Provider.

#### 4. SOFTWARE USE RESTRICTIONS.

4.1 Any software that may be made available to download from the Web Site ("Software") is the copyrighted work of ECHOFIRE MEDIA and/or Third Party Providers. Use of the Software is governed by this Agreement, including the terms set forth in this Section ("Software Use Restrictions"). For purposes of this Agreement, "Software" also includes the third party computer software and/or materials provided with or incorporated into the Software, and any related materials or documentation thereto.

4.2 If Software is made available to you for download from the Web Site, you may (a) install and use one copy of the Software for use by you; (b) use the third party computer software provided with or incorporated into the Software, and any related materials or documentation thereto, only in connection with the individual software programs for which they are licensed and solely for purposes of installing or operating the Software in accordance with the standard documentation accompanying the Software; (c) make one copy of the Software in machine - - readable form solely for back - - up purposes; and (d) make an additional copy of the Software so that the Software may be used on both one desktop computer and one notebook or portable computer, provided that the Software is used only by you on only one computer at any given time. You must reproduce all proprietary notices on all copies you make. If you are provided with any upgrades or new versions of the Software, you shall promptly replace, cease using and destroy all superseded copies.

4.3 You and anyone acting on your behalf may not (a) modify, adapt, translate, reverse engineer, decompile, disassemble, derive source code, create derivative works based on, or copy the Software (except as stated above) or the accompanying documentation, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (b) rent, sublicense, loan, transfer, provide, display, distribute or grant any rights in the Software in any form; (c) use the Software for any purpose other than to support your own use; (d) use the third party computer software or materials provided with or incorporated in the Software as stand alone applications or other than with the individual software programs for which they are licensed; (e) remove any proprietary notices, labels or marks in or on the Software; (f) use the Software on any unsupported platform; or (g) use, copy, modify or transfer the Software or any copy, in whole or in part, except as expressly provided in this Agreement.

4.4 Title and copyrights in and to the Software, and any copies thereof, are owned by and remain with ECHOFIRE MEDIA and/or its Third Party Providers.

4.5 This system is designed for small businesses and individuals and as such you are limited a maximum of 100MB per day of internet traffic to and from your site. If your site traffic exceeds this data transfer limit on a regular basis or in the sole discretion of ECHOFIRE MEDIA is excessive at any moment ECHOFIRE MEDIA may terminate this Agreement immediately without notice.

4.6 ECHOFIRE MEDIA does not guarantee the uptime and will not refund fees for system maintenance windows or system failures. ECHOFIRE MEDIA may pro-rate your subscription fees if the downtime is excessive.

## 5. USER DATA.

5.1 ECHOFIRE MEDIA does not own any Data that you post onto your user account, unless we specifically tell you otherwise beforehand. For the purpose of this Agreement, "Data" means information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posed or privately transmitted. ECHOFIRE MEDIA will not monitor or disclose any information regarding you or your account, including any of your Data, without your prior permission except in accordance with this Agreement and the ECHOFIRE MEDIA Privacy Policy. ECHOFIRE MEDIA may access your account to respond to support related issues.

5.2 If a dispute arises regarding the rights to access to a user account, ECHOFIRE MEDIA at its sole discretion may give access to an authorized officer of the company listed as the employer of the primary contact upon written request from such officer on company letterhead or, among other options, withhold disclosure of the user account information to any person until it receives an order of the court. If the named company on a user account is not a legal entity, ECHOFIRE MEDIA may presume that the primary contact named on the user account is the only person authorized to access the account.

5.3 You, and not ECHOFIRE MEDIA, are responsible for all Data that you upload, post, email, or otherwise transmit via the Web Site. ECHOFIRE MEDIA does not control the Data posted via the Web Site and, as such, does not guarantee the accuracy, integrity or quality of such Data. Under no circumstances will ECHOFIRE MEDIA be liable in any way for any Data, including for any errors or omissions in any Data, or for any loss or damage of any kind incurred as a result of the use of any Data posted, emailed or otherwise transmitted via the Web Site.

5.4 ECHOFIRE MEDIA reserves the right to establish or modify general practices and limits concerning use of the Web Site, including, without limitation, the maximum number of days that Data will be retained in any particular section of the Web Site, and the maximum disk space that will be allotted on ECHOFIRE MEDIA's servers on your behalf.

5.5 You understand that the data you are submitting for use with your website is immediately available for public viewing. You understand that any data you submit may be viewable by the general public and indexed by search engines at anytime regardless of if you have specifically added the material to a page. You understand that this material may be captured by search engines or other individuals and may be available to the public even after you remove the information from this site or after the termination of this agreement. You understand that any data you submit in relation to your website will not be private and can be accessed by the general public. (Please Note: This section does not pertain to your billing information)

6. SUBMISSIONS. Except where expressly provided otherwise by ECHOFIRE MEDIA, all comments, feedback, information or materials regarding the Web Site that are submitted to ECHOFIRE MEDIA

("Submissions") shall be considered ECHOFIRE MEDIA's property. By providing such Submissions to ECHOFIRE MEDIA, you agree to assign to ECHOFIRE MEDIA, at no charge, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. You acknowledge that you are responsible for the Submissions that you provide, and that you, not ECHOFIRE MEDIA, have full responsibility for the Submissions.

## 7. USER CONDUCT.

7.1 You agree not to use the Web Site to: (a) Upload, post, email or otherwise transmit any Data that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) Harm minors in any way; (c) Impersonate any person or entity, including a ECHOFIRE MEDIA official, or otherwise misrepresent your affiliation with a person or entity; (d) Upload, post, email, or otherwise transmit any Data that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed a part of employment relationships or under nondisclosure agreements); (e) Upload, post, email, or otherwise transmit any Data that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; (f) Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (g) Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (h) Interfere with or disrupt the Web Site or servers or networks connected to the Web Site, or disobey the requirements, procedures, policies or regulations of networks connected to the Web Site; (i) Intentionally or unintentionally violate any applicable local, state, national or international law; (j) Provide inaccurate, incomplete, outdated or misleading registration information; or (k) Attempt to gain unauthorized access to the Materials, other users' accounts or account information, or other computer systems, servers or networks connected to the Materials or any portion thereof.

7.2 In addition to the prohibitions contained in Section 7.1, you shall not use the names of ECHOFIRE MEDIA or any Third Party Provider to promote your business or services in any manner, including in the sending of unsolicited email.

7.3 You acknowledge that ECHOFIRE MEDIA does not pre-screen Data, but that ECHOFIRE MEDIA and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Data that is available via the Web Site. Without limiting the foregoing, ECHOFIRE MEDIA and its designees shall have the right to remove any Data that ECHOFIRE MEDIA, in its sole discretion, determines to be objectionable, or otherwise in violation of this Agreement. You agree that you must evaluate, and bear all risks associated with, the use of any Data, including any reliance on the accuracy, completeness, or usefulness of such Data

## 8. TERMINATION.

8.1 The licenses granted to you under this Agreement shall terminate automatically without notice immediately upon the termination of this Agreement, or upon the breach of any of the terms of this Agreement by you or by any person or entity acting on your behalf, including the failure to make any required payments on a timely basis.

8.2 ECHOFIRE MEDIA may terminate this Agreement for any or no reason effective upon written notice with the exception of immediate termination as outlined in section 4.5. You may cancel this Agreement at any time for any or no reason subject to ECHOFIRE MEDIA'S receipt of (i) your payment for the remainder of the term of this Agreement (See Section 10.3), and (ii) all applicable cancellation fees, if any. In order to cancel this Agreement, you agree to complete the cancellation process by accessing the Web Site through your user account and following the instructions for cancellation provided on the Web Site.

8.3 Upon termination under Sections 8.1 and 8.2, above (i) you must immediately cease using the Materials, (ii) all of the rights granted to you hereunder shall immediately cease, and (iii) you must promptly destroy or erase all copies (including back - up copies) of the Materials.

8.4 Provided that you are not in breach of this Agreement, upon termination of this Agreement by ECHOFIRE MEDIA, ECHOFIRE MEDIA will (a) refund any prepaid charges for the remaining whole months left in the term of your subscription minus any domain registration costs or set up fees, starting within one month of the termination; and (b) make available a file of your Data for thirty (30) days after termination. Except for the foregoing, ECHOFIRE MEDIA shall have no obligation to maintain any Data stored in your account or to forward any Data to you or any third party.

8.5 Except as otherwise expressly provided for herein, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive the expiration or termination of this Agreement.

9. PRIVACY POLICY. You hereby acknowledge and accept the ECHOFIRE MEDIA Privacy Policy as provided on the Web Site, which Policy may be revised from time to time.

## 10. FEES.

10.1 You will pay all fees or charges to your account in accordance with the fees, charges, and billing terms, in effect at the time the fee or charge is due and payable. Fees and charges do not include tax and, where applicable, you agree to pay any sales, use, property, value - added, withholding or other taxes that may be assessed in connection with such fees or charges. Notwithstanding any provisions to the contrary, the legal entity on whose behalf an individual has registered onto this Web Site shall be jointly and severally liable for the activities of, including all fees and charges incurred by, said individual on this Web Site. All invoices shall be due and payable upon delivery.

10.2 ECHOFIRE MEDIA will automatically bill your credit card or invoice your account in advance as follows: (a) every month for monthly subscriptions, (b) every quarter for quarterly subscriptions, or (c) approximately thirty (30) days prior to the anniversary date for annual subscriptions. Subject to the

terms herein, all subscriptions shall automatically renew on the last day of the applicable term of this Agreement then in effect (e.g., monthly, quarterly or annually) unless this Agreement is earlier terminated pursuant to Section 8.

10.3 If timely payment is not received or cannot be charged to your credit card for any reason, ECHOFIRE MEDIA may (a) suspend your access to the Web Site, including your account, or (b) terminate this Agreement or (c) both (a) and (b). If you cancel this Agreement pursuant to Section 8.2, you will be obligated to pay the balance of unpaid fees for your account through the end of the applicable term of this Agreement (e.g., monthly, quarterly or annually). You agree that ECHOFIRE MEDIA may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees upon or after your cancellation of this Agreement.

## 11 DOMAIN NAME REGISTRATION SERVICES

11.1 All domain names registered through this software will be registered under the name and contact information of ECHOFIRE MEDIA. Any domain name registered through the software will remain the property of ECHOFIRE MEDIA until the later of the expiration or termination of this Agreement or the expiration of the registered domain name with the registrar. Domain names may be transferred to you or another entity prior to the domains expiration by paying ECHOFIRE MEDIA the then current transfer fee as designated by ECHOFIRE MEDIA. You agree not to register any domain name that is in violation of section 7.1 and understand that you, and not ECHOFIRE MEDIA, are responsible for any domain name you register through the software.

12. DISCLAIMER. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY ECHOFIRE MEDIA THE MATERIALS ON THE WEB SITE, INCLUDING BUT NOT LIMITED TO SOFTWARE, ARE PROVIDED "AS IS", AND ARE FOR COMMERCIAL USE ONLY. WITH REGARD TO SUCH MATERIALS, ECHOFIRE MEDIA AND THE THIRD PARTY PROVIDERS MAKE NO WARRANTY REGARDING USE OR PERFORMANCE, AND HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON - INFRINGEMENT, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. ECHOFIRE MEDIA AND THIRD PARTY PROVIDERS DO NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE MATERIALS. ECHOFIRE MEDIA, AND THE THIRD PARTY PROVIDERS SHALL HAVE NO LIABILITY FOR ANY VIRUSES RELATED TO THE MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ECHOFIRE MEDIA AND THE THIRD PARTY PROVIDERS DO NOT WARRANT THAT (A) THE MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE MATERIALS WILL OPERATE OR BE USABLE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS, OR DATA; (C) THE OPERATION OR USE OF THE MATERIALS WILL BE UNINTERRUPTED OR ERROR - FREE; OR (D) ANY PROGRAM ERRORS WILL BE CORRECTED. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE MATERIALS ARE ACCURATE OR SUFFICIENT FOR YOUR PURPOSES. ECHOFIRE MEDIA, AND THE THIRD PARTY PROVIDERS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, OR CONDITIONS AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY OF THE MATERIALS CONTAINED ON THE WEB SITE.

13. LIMITATION OF LIABILITY. ECHOFIRE MEDIA AND THE THIRD PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED AS A RESULT OF USING, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING, OR DOWNLOADING THE MATERIALS. IN NO EVENT SHALL ECHOFIRE MEDIA OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER ARISING, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY MATERIALS AVAILABLE FROM THE WEB SITE, EVEN IF ECHOFIRE MEDIA HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU HAVE SOLE RESPONSIBILITY FOR THE ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE WEB SITE AND YOU WILL NOT MAKE A CLAIM AGAINST ECHOFIRE MEDIA FOR LOST DATA, RE - RUN TIME, INACCURATE OUTPUT, WORK DELAYS, LOST PROFITS, OR LOST OPPORTUNITIES RESULTING FROM THE USE OF THE MATERIALS. WITHOUT DIMINISHING THE GENERALITY OF THE FOREGOING, IN NO CASE SHALL ECHOFIRE MEDIA'S LIABILITY TO YOU UNDER ANY CAUSE OF ACTION EXCEED THE TOTAL AMOUNT THAT YOU HAVE PAID TO ECHOFIRE MEDIA FOR MATERIALS DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

14. INDEMNITY. You agree to indemnify and hold ECHOFIRE MEDIA and the Third Party Providers harmless from, and you covenant not to sue ECHOFIRE MEDIA or Third Party Providers for, any claims based on or related to (a) your negligence, error, omission, willful misconduct, Data or Submissions, (b) your breach of any terms of this Agreement, (c) any claim by a third party that ECHOFIRE MEDIA, due to your use of the Materials, is liable for contributory infringement of a copyright, patent, trade secret, or other proprietary right of a third party, provided that this indemnity will not apply to any claim to the extent the Software delivered by ECHOFIRE MEDIA infringes on a proprietary right of a third party, (d) any claim by a third party that ECHOFIRE MEDIA, due to your use of or inability to use the Materials, is liable to a third party in tort or under statutory liability, including, without limitation, defamation, invasion of privacy, spamming or similar theories of law, (d) your use of the Web Site or the Materials, except to the extent due to ECHOFIRE MEDIA's gross negligence or willful misconduct.

15. MODIFICATIONS. ECHOFIRE MEDIA and the Third Party Providers may make improvements and/or changes in the products, services, Software, and prices (subject to the terms of the Sales Agreement, if any) described in this Agreement or on the Web Site at any time without notice. ECHOFIRE MEDIA may make changes to the terms and conditions of the Privacy Policy or other policies relating to the usage of the Web Site at any time and shall, whenever possible, notify you by posting an updated version of the policies on the Web Site in advance of such change. You are responsible for regularly reviewing the policies. Your continued use of the Web Site after any such changes constitutes your consent to such changes.

16. NOTICE. ECHOFIRE MEDIA may give notice by means of a general notice on the Web Site, electronic mail to your e-mail address on record in ECHOFIRE MEDIA's account information, or by written communication sent by first class mail to your address on record with ECHOFIRE MEDIA's account information. Except for cancellation notices which must be delivered in accordance with Section 8.2 of this Agreement, you may give notice to ECHOFIRE MEDIA (such notice shall be deemed given when

received by ECHOFIRE MEDIA) at any time by any of the following: electronic mail to info@EchoFireSites.com or letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the then current address for ECHOFIRE MEDIA as posted on the ECHOFIRESITES.COM website.

17. GENERAL. This Agreement and the Web Site may include inaccuracies or typographical errors. The section headings are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. As used in this Agreement, the word "including" means "including but not limited to." No joint venture, partnership, employment or agency relationship exists between you and ECHOFIRE MEDIA as result of this Agreement or through the use of the Web Site. No alternation, amendment, or modification of any of the provisions of this Agreement shall be binding unless made in writing with express reference to this Agreement, and signed by a duly authorized representative of each party. The failure of ECHOFIRE MEDIA to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ECHOFIRE MEDIA in writing. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and remaining provisions will remain in full force and effect. ECHOFIRE MEDIA shall not be liable for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, earthquakes, fires, floods, labor disturbances, riots, or war. This Agreement will be governed by Colorado law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any and all disputes, actions, claims, or causes or action related to or in connection with this Agreement or the Web Site shall be brought in the federal and state courts located in Denver, Colorado. This Agreement and any Sales Agreement represent the entire understanding relating to the use of the Web Site and prevails over any prior or contemporaneous, conflicting or additional communications, including statements on the Web Site. ECHOFIRE MEDIA has the right to assign or transfer this Agreement to a third party which acquires substantially all of the assets of ECHOFIRE MEDIA connected with the Web Site. You may not assign or otherwise transfer in whole or in part or in any manner any rights, obligations, or any interest in or under this Agreement without ECHOFIRE MEDIA's prior written consent and any attempted assignment will be void. A merger or other acquisition by a third party will be treated as an assignment.

18. INTELLECTUAL PROPERTY NOTICES. You hereby acknowledge the following proprietary notices and legends: Elements of the Web Site are protected by copyright, trademark and other intellectual and industrial property laws and may not be copied or imitated in whole or in part except as provided in this Agreement. No logo, graphic, sound or image from the Web Site may be copied or retransmitted unless expressly permitted by ECHOFIRE MEDIA.

ECHOFIRE MEDIA, the ECHOFIRE MEDIA logo, and/or other ECHOFIRE MEDIA brand names for products or services referenced herein are trademarks of ECHOFIRE MEDIA, INC. and may be registered in certain jurisdictions.

19. CONTACT INFORMATION. If you have any questions about this Agreement, please contact ECHOFIRE MEDIA Customer Service Department at the phone number and address listed on the ECHOFIRE MEDIA INC. websites ([EchoFireMedia.com](http://EchoFireMedia.com) or [EchoFireSites.com](http://EchoFireSites.com))