

Promotional Materials Usage Agreement

This Promotional Materials Usage Agreement is in association with and subject to our Terms of Service, which are incorporated herein by reference.

I. INTRODUCTION AND DEFINITIONS

As a user benefit, ChangeInTerms.com may wish to provide friends, supporters, and/or Sponsors of the site with certain materials (images and/or other content), and should you use any such materials, you do hereby agree to the provisions hereunder. These materials may be provided in either tangible (physical form) such as medallions, membership cards, merchandise, certificates, and the like, or in their intangible (symbolic) form, such as downloadable electronic files and artwork. Your authorized usage under these license provisions of ChangeInTerms.com promotional materials and intellectual property including tangible objects, graphics, certificates, slogans, electronic files, information, or art (such as medallions, ribbons, logos, symbols, trademarks or sales marks) or any other supplied materials associated with the ChangeInTerms.com "brand" (hereinafter "promotional materials," "materials," "intellectual property," or "objects") or those of its sister companies, associates, affiliates, partners or entities with which it has established business relationships does not give you any right, title or interest in such promotional materials, other than the licensed usage rights specifically granted herein.

II. REPRODUCTION AND USAGE LICENSE

Subject to the terms of this Agreement, ChangeInTerms.com hereby grants you a non-exclusive, non-transferable, worldwide, royalty-free license to reproduce and use the promotional materials described hereunder. You do not have the ownership rights or authority as a licensee to sell or resell, assign, transfer or sublicense any usage right or rights granted herein without the prior written consent of ChangeInTerms.com. These provisions apply regardless of application or manner of use, whether enacted, facilitated or disseminated in tangible or intangible form, print, electronic, Internet, broadcast or any other medium(s) now in existence or that may arise in the future.

III. NO MODIFICATION

You may not modify, customize or extend the functionality of ChangeInTerms.com promotional materials by changing files, artwork, content, design, layout, file formats, sizes (display sizes or sizes in the context of electronic file sizes), or any other aspect of the supplied promotional materials, except for minor customizations in response to ChangeInTerms.com supplied installation, usage, reproduction or distribution instructions. You may not subject the ChangeInTerms.com promotional materials to any license terms that are in turn subsumed under any another license or licensee, or purport to share rights to ChangeInTerms.com with any other parties. You may not otherwise adapt, translate, alter or modify the ChangeInTerms.com promotional materials in any way, including but not limited to the removal of installer programs, instructions, specifications, "read me" files, electronic end user license Agreements ("EULA"), registration or serial numbers, or any copyright or other proprietary notice that appears in, on or in association with said promotional materials (whether tangible or intangible in their form). You may not integrate or use electronic versions of the promotional materials with any other software, plug-in or enhancement; you may not include ChangeInTerms.com promotional materials in any compilation, archive, or file for distribution or sale to any third party as a product or service unto itself. You may not attempt to reverse engineer, decompile, disassemble or otherwise seek to discover the inner

workings or components, including the source code of electronic files, of any promotional materials.

IV. PROMOTIONAL MATERIALS TO BE USED IN A FITTING MANNER RELATIVE TO SPECIFIED PURPOSES

All promotional materials should be used in a fitting manner relative to specific applications or purposes for which they are intended as per supplied specifications and/or instructions. For instance: (a) lower resolution web graphics should only be used for Internet display and usage purposes; and (b) higher resolution graphics intended for use with traditional print and reprographic output devices (e.g., printers, copiers, or printing presses) should only be used in association with such devices. Further, associated messages relative to promotional materials should fit the circumstances. You may not claim or suggest by any means of communication whatsoever to be associated with a role, ranking, business relationship or membership status, or other situation or circumstance in a manner which may reasonably be considered misleading or untrue.

V. WARRANTIES

ChangeInTerms.com makes no warranties of any kind, either express or implied, with respect to the promotional materials supplied hereunder. ChangeInTerms.com will not be liable to you for any consequential, incidental, or special damages (including loss of business profits or revenues) arising from or related to your use of the promotional materials, objects, or any associated electronic files or data (including defects, flaws, security vulnerabilities or other issues that could affect their functionality) even if ChangeInTerms.com has been advised of the possibility of such damages. If ChangeInTerms.com provides you with substitute promotional materials (including tangible objects) and any associated electronic files or data (posting new materials or announcements as to their availability to this website shall constitute sufficient notice), you shall bear all responsibility for: (a) adopting said materials (files, objects, et al.); and (b) all liability, risk, or consequences arising from your continued use of the previous promotional materials and any associated objects, electronic files or data.

VI. ACCEPTABLE USE, QUALITY AND USAGE STANDARDS

You agree not to use ChangeInTerms.com promotional materials or intellectual property in any way that will disparage the image, reputation, goodwill or brand of ChangeInTerms.com or its product or services, injure its positive reputation or otherwise damage or diminish goodwill in the ChangeInTerms.com brand, or infringe on its intellectual property. For purposes of this Agreement, forms of usage that are not allowed include, without limitation, association with websites, businesses, or individuals that may be considered (by subjectively determined standards at the sole discretion of ChangeInTerms.com) to be engaged in activities that: are unlawful, pornographic, obscene, defamatory, infringing, threatening, invasive of another's privacy, or racially, ethnically or otherwise objectionable, unethical, unscrupulous or questionable, in poor taste, or provide products or services of poor or questionable quality.

VII. SPAM

Sending Unsolicited Bulk Email ("UBE", "spam") including or in association with ChangeInTerms.com promotional materials is strictly prohibited, and any and all consequences or civil/criminal claims arising therefrom are especially relevant to the Indemnification provisions of our Terms of Service Agreement, which is incorporated herein by reference. Sending unsolicited advertising via email ("spamming") is a violation of State and Federal Law and would otherwise constitute a violation of this Agreement. Further, spam policy violations

hereunder include referencing ChangeInTerms.com or any domain or company (e.g., sister company or associate site) in said spam. Such prohibited conduct subjects any person or entity to immediate cessation of all services as provided herein and the termination of any and all usage privileges extended under this Agreement without notice. ChangeInTerms.com reserves the right to report such illegal activities to regulatory, law enforcement, judicial and/or governmental authorities for appropriate prosecution, and to fully cooperate with those authorities in a manner which may aid in the successful prosecution of their claims. In addition, ChangeInTerms.com has the right under this Agreement to levy charges, as well as to seek compensatory and/or other damages to compensate for any and all losses, inconvenience or expenses, including attorneys fees and collections costs; charges, if imposed, shall be levied at prevailing rates which ChangeInTerms.com may determine from time to time, but shall be no less than three dollars (US \$3.00) per email recipient for any such spamming activity.

VIII. OWNERSHIP RIGHTS

You hereby acknowledge the validity of ChangeInTerms.com promotional materials and intellectual property rights and its sole ownership of all such materials and rights, and that ChangeInTerms.com retains all rights, title and interest in these promotional materials and intellectual property, whether they may be represented in their tangible or intangible form. You recognize the value of the goodwill associated with the promotional materials and ChangeInTerms.com brand, and acknowledge that such goodwill shall inure to the benefit of ChangeInTerms.com, to which said goodwill exclusively belongs.

IX. NO ENDORSEMENT

Your usage practices associated with ChangeInTerms.com promotional materials shall be conducted in a manner that does not lessen, detract from, or interfere with ChangeInTerms.com's rights in said materials. You may not use the promotional materials in any way to suggest (either by inference or explicit statements) an endorsement or sponsorship by ChangeInTerms.com of yourself or any organization, its personnel, or of any of your (or its) products or services.

X. INFRINGEMENT

You agree not to adopt or use a trademark, service mark, or any other designation or materials confusingly similar to or infringe upon the promotional materials and intellectual property owned by ChangeInTerms.com (or associated with its brand). Further, you agree to use the promotional materials only in connection with either a personal use or a business or other entity. In any and all instances, products, services, advertising and operational practices that comply with all applicable state and local, U.S., and foreign laws and regulations are required and you except responsibility for compliance.

XI. COOPERATION AND COMPLIANCE WITH QUALITY AND USAGE STANDARDS

If ChangeInTerms.com so requests, you agree to submit specifications pertaining to any uses of the promotional materials for approval prior to the dissemination of these materials; such approval may be withheld for any reason at the sole discretion of ChangeInTerms.com. Further, you agree to comply with all such steps ChangeInTerms.com may reasonably request to assist in monitoring and maintaining the applications, communications mediums, quality and manner in which the promotional materials are used. ChangeInTerms.com may review your use of the promotional materials or intellectual property at any time and by any means technologically or otherwise available to evaluate your compliance with the quality and usage standards described in this Agreement.

XII. RECORD CREATION AND MAINTENANCE

You will create and maintain accurate and complete records necessary to identify the locations and applications of your use of the ChangeInTerms.com promotional materials and you will furnish samples associated with such use upon reasonable request from ChangeInTerms.com; failure to comply with this provision may, at our discretion, be considered a breach of this agreement.

XIII. REVOCATION OF USAGE PRIVILEGES

If ChangeInTerms.com determines that you are at any time in breach of the terms and conditions set forth herein, or for any reason whatsoever (with or without cause) at its sole discretion revokes your usage privileges, you shall be subject to the termination provisions set forth as follows: (a) in the event that ChangeInTerms.com provides such an option, you must immediately remedy any material deficiencies in your use of the ChangeInTerms.com promotional materials; or, (b) failing your willingness or actions leading to compliance with this Agreement or demands presented within the time specified in its notice to you, you must immediately cease the use, reproduction, and distribution of all ChangeInTerms.com promotional materials, intellectual property and associated components (e.g., electronic files); (c) you must destroy all copies associated with ChangeInTerms.com promotional materials, intellectual property and associated components in your possession which exist in intangible form; (d) you must submit written certification of such destruction; and (f) in the event that promotional materials are in a tangible form and exist as physical objects, these artifacts must be returned in good condition and at your expense, to ChangeInTerms.com.