

# eBCentral Inc.

## User Agreement

THE FOLLOWING DESCRIBES THE TERMS ON WHICH eBCentral Inc. OFFERS YOU ACCESS TO OUR SERVICES.

Welcome to the User Agreement for eBCentral. This User Agreement describes the terms and conditions applicable to your use of our services available under or related to the domain and sub-domains of [www.eBCentral.com](http://www.eBCentral.com) or [www.eBCentral.net](http://www.eBCentral.net) or [www.eBCentral.co](http://www.eBCentral.co) ("eBCentral-Related Services"), including all content such as programs, modules, text, information, images, video, site structure, and process flow (the "Content") and all information made available to you through eBCentral Inc. If you do not agree to be bound by the terms and conditions of this User Agreement, do not use or access our services. The terms "you" and "your" in this Agreement refer to the company and its affiliates on whose behalf individual users access eBCentral. The terms "we", "us", "our" and "eBCentral" refers to eBCentral Inc, a Florida corporation.

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and our Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you use or continue to use eBCentral. We strongly recommend that, as you read this User Agreement, you also access and read the information contained in any other pages referred to in this document, as they may contain further terms and conditions that apply to you as an eBCentral user. Please note: underlined words and phrases are links to these pages. We may amend this User Agreement at any time by conspicuously posting notifications of the amended terms on the eBCentral web page. Except as stated below, all amended terms shall automatically be effective 30 days after they are initially posted on our site.

This User Agreement is effective on July 1, 2010.

### 1. Eligibility.

Our services are available only to individuals and organizations that can form legally binding contracts under applicable law.

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### 2. Fees and Services.

The subscription fees and set-up costs may change from time to time, but such changes will not apply to you until the next renewal of your subscription. We offer a 30 days cooling period upon subscription agreement signature to cancel your commercial account and request membership refund; beyond this period no refunds or credits will be extended.

### 3. Identity Verification.

We require a username, password and account identification to allow secure access to our site. However, eBCentral cannot and does not confirm each user's purported identity. You agree that you are solely responsible for: (1) maintaining the strict confidentiality of your usernames, passwords and account numbers; (2) not allowing others to use your username to access the site; (3) any losses that may be incurred or suffered as a result of your failure to maintain the confidentiality of your usernames and passwords; you can manage and deactivate your user profiles, if you become incapable of performing this duties (4) promptly informing eBCentral in writing of the need to deactivate a username resulting from actual or potential security concerns.

Because we cannot confirm each user's identity, you release eBCentral (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) (each a "Claim") of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with a Claim that arises from our inability to confirm user identity other than such Claims that result solely and directly from eBCentral's breach of this User Agreement, gross negligence or willful misconduct.

### 4. Information Control.

We do not control all information provided by your users and data providers that is made available through our system. You may find other users' or data providers' information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and safe practices when using our site.

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### 5. Fraudulent Activity.

Without limiting any other remedies, eBCentral may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with our site.

### 6. Your Information.

6.1 Definition. "Your Information" is defined as any information you provide to us or other users through any eBCentral's feature. You are solely responsible for Your Information, and we generally act as a conduit for your online distribution and publication of Your Information. You certify that Your Information is correct and complete to the best of your knowledge. You confirm that you have all rights, power, and authority necessary to post Your Information to eBCentral.

6.2 Restricted Activities. Your Information and your activities on the site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing consumer protection, unfair competition, antidiscrimination or false advertising); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) be obscene; (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

6.3 License to Your Information. Upon transmission of Your Information, and solely to enable eBCentral to use the information you supply us in offering the eBCentral Services, and so that we are not violating any rights you might have in Your Information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to exercise the rights you have in Your Information.

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We will not use or employ Your Information for any purposes other than those described in this User Agreement. We will not materially change Your Information so as to make it inaccurate. Other than the license granted under this Section 6.3, eBCentral will have no rights, title and ownership in Your Information, and you will retain all rights, title and ownership or license you may have in Your Information. eBCentral will only use Your Information in accordance with our Privacy Policy.

6.4 License to eBCentral. During the term of your subscription to eBCentral, you shall be granted, and hereby are granted, a revocable, non-exclusive, non-transferable, worldwide, limited license to use eBCentral in accordance with this User Agreement and our Privacy Policy. You agree that you will not: (i) sell, lease, or modify the Content; (ii) decompile, reverse engineer, disassemble, or make derivative works of the Content; (iii) remove any confidentiality, privacy, patent, copyright, trademark, or other proprietary notices in the Content; or (iv) transfer any of the Content to another person or entity in a manner inconsistent with this User Agreement and current eBCentral policies. We may in our sole discretion change some or all of the eBCentral Services. eBCentral retains all rights, title and ownership of eBCentral. You agree only to use or access eBCentral.com in accordance with this User Agreement and our Privacy Policy.

6.5 Property Rights. You acknowledge and agree that eBCentral Inc. owns all rights to eBCentral.com and its modules (including all modifications, revisions and derivative works, and all programs, enhancements, design concepts and other documentation, developed for eBCentral), all tables (including the structure and fields) and forms developed for such modules, and all eBCentral Services, but excluding rights you may have in Your Information.

6.6 Confidential Information. You agree to not disclose any passwords issued by us or generated by you for access to eBCentral.com to any person other than those authorized by you to access domain and sub-domains of [www.eBCentral.com](http://www.eBCentral.com) , [www.eBCentral.net](http://www.eBCentral.net) or [www.eBCentral.co](http://www.eBCentral.co).

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eBCentral agrees to keep Your Information, user names, passwords and account in confidence and shall not disclose the foregoing to any person or party, except (a) contractors, attorneys or consultants who are obligated by agreement or professional codes of conduct to preserve the confidentiality and observe the use restrictions of this Agreement or an agreement providing equivalent protection, (b) other users of eBCentral (unless and to the extent that you have blocked such users from viewing Your Information), and (c) as required by a subpoena or similar demand of a governmental entity, following notice to you to the extent we are allowed to provide such notice.

If an unauthorized use or disclosure of Your Information occurs, eBCentral will (a) take reasonable steps to recover and prevent further disclosure of the disclosed data, (b) with respect to any information that is subject to a law requiring notice to a third party of such unauthorized disclosure, take those steps required to comply with such notice or other requirements under such laws, and (c) implement reasonable controls to prevent subsequent unauthorized use or disclosure and explain those controls to you at your request.

6.7 Links. Sites linked in domain and sub-domains of [www.eBCentral.com](http://www.eBCentral.com) or [www.eBCentral.net](http://www.eBCentral.net) or [www.eBCentral.co](http://www.eBCentral.co) are not necessarily under the control of eBCentral Inc and is not responsible for, nor does it certify the content of any linked site or any link contained in a non-affiliated linked site. If you decide to access any links to third party sites you do so at your own risk.

### 7. Access and Interference.

You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the domain and sub-domains of [www.eBCentral.com](http://www.eBCentral.com) or [www.eBCentral.net](http://www.eBCentral.net) or [www.eBCentral.co](http://www.eBCentral.co) sites or any activities conducted on our sites.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. Much of the information on our site is updated on a real time basis and is proprietary or is licensed to eBCentral Inc by our users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from our website without the prior expressed written permission of eBCentral Inc or the appropriate third party.

### 8. Feedback.

We encourage you to submit feedback suggestions to [info@ebcentral.com](mailto:info@ebcentral.com).

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### 9. Breach.

Without limiting other remedies, we may immediately revoke your user access, warn our community of your actions, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our services to you if: (a) you breach this User Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our other users or us.

### 10. Privacy.

We will not sell or rent Your Information to third parties without your consent and we only use your information as described in the Privacy Policy, provided, however, that the receipt of subscription fees from eBCentral users does not constitute selling or renting Your Information. We view protection of users' privacy as a very important community principle. We understand clearly that Your Information is among your most important assets. We store and process Your Information on computers located in the United States that are protected by physical as well as technological security devices that meet or exceed industry standards. If you object to Your Information being or used in this way please do not use our services.

### 11. No Warranty.

WE, OUR SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from jurisdiction to jurisdiction.

# eBCentral Inc.

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### 12. Liability Limit.

IN NO EVENT SHALL WE, OUR SUBSIDIARIES, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR SITE, OUR SERVICES OR THIS USER AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

OUR LIABILITY, AND THE LIABILITY OF OUR SUBSIDIARIES, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF FEES YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### 13. Indemnity.

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this User Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

### 14. Legal Compliance.

All parties to this User Agreement shall comply with applicable domestic and international laws, statutes, ordinances and regulations regarding your use and our provision of the eBCentral Services.

### 15. No Agency.

You and eBCentral are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

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### 16. Notices.

Except as explicitly stated otherwise, any notices shall be given to eBCentral by email to info@ebcentral.com and to you by email to the email address you provide to eBCentral during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to eBCentral during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

### 17. Arbitration.

Any legal controversy or legal claim arising out of or relating to this User Agreement or our services, excluding legal action taken by eBCentral to collect our fees and/or recover damages for, or obtain an injunction relating to, the eBCentral site operations, intellectual property, and our services, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration shall be conducted in Davie, Florida, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

Either you or eBCentral may seek any interim or preliminary relief from a court of competent jurisdiction in Davie, Florida necessary to protect the rights or property of you or eBCentral pending the completion of arbitration. Should either party file an action contrary to this provision, the other party may recover its reasonable attorney's fees and costs.



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### 18. Additional Terms.

The following policies are incorporated into this User Agreement by reference and provide additional terms and conditions related to specific services offered on our site:

Privacy Policy: <https://www.ebcentral.com/index-5.html>.

Our policies may be changed from time to time and are effective thirty (30) days after we post the changes on our site. In addition, when using particular services on our site, you agree that you are subject to any posted policies or rules applicable to services you use through our site, which may be posted from time to time. All such posted policies or rules are hereby incorporated by reference into this User Agreement.

### 19. General.

This User Agreement shall be governed in all respects by the laws of the State of Florida as such laws are applied to agreements entered into and to be performed entirely within Florida residents. We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control.

If any provision of this User Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions, together with a valid, enforceable replacement provision, shall be enforced. You agree that this User Agreement and all incorporated agreements may be automatically assigned by eBCentral, in our sole discretion, to a third party in the event of a merger or acquisition.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This User Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. Sections 2 (Fees and Services) with respect to fees owed for our services, 3 (Identity Verification), 6.3 (License to Your Information), 6.5 (Property Rights), 6.6 (Confidential Information), 7 (Access and Interference), 10 (Privacy), 12 (Liability Limit), 13 (Indemnity) and 17 (Arbitration) shall survive any termination or expiration of this User Agreement.

# **eBCentral Inc. User Agreement**

20 Disclosures.

We encourage you to report all user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity.