

Terms of Use

The following User Agreement ("Agreement") governs the use of the **Energy Drink Exchange Panel** ("Website"), including without limitation participation in its bulletin boards, forums, chats, and all other areas (except to the extent stated otherwise on a specific page) as provided by Vision Critical Communications Inc. ("Service Provider," "we," or "our"), on behalf of the **Energy Drink Exchange Panel**.

Please read the terms contained in this Agreement carefully. You can access this Agreement any time at www.energydrinkexchange.com. **Your use of and/or registration on any aspect of the Website will constitute your agreement to comply with these terms.** If you do not agree with these terms, please do not use the Website.

In addition to reviewing this Agreement, please read the Privacy Policy listed on www.energydrinkexchange.com. Your use of the Website constitutes agreement to its terms and conditions as well.

The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Continued access of the Website by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these terms, whether listed below or in bulletins posted at various points in the Website, may result in suspension or termination of your access to the Website, without notice, in addition to the Service Provider's other remedies.

I. Registration and Account Creation

1. REGISTRATION INFORMATION:

The Service Provider may at times require that you register and/or set up an account to use certain portions of the Website, or the Website as a whole. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Website, if available. Otherwise, contact the VCCI Privacy Officer as described in the Privacy Policy.

2. USE OF USER ID/PASSWORD:

A. If you register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

B. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.

C. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Website, if available, or notify the VCCI Privacy Officer as described in the VCCI Privacy Policy.

II. Terms of Usage:

1. USE OF THE WEBSITE BY YOU:

A. Unless otherwise specified, the Website is intended for your personal use only. You may not authorize others to use the Website, and you are responsible for all use of the Website by you and by those you allow to use, or provide access to, the Website.

B. The Website contains material that is protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the Website. You may download material from the Website and may use the Website for your personal use only, provided you keep intact all copyright and other proprietary notices.

C. The Website is not intended for users under the age of 13, and the Service Provider does not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using our forums and chat areas; any information submitted by such users will not knowingly be used, posted, or retained by us.

D. You agree not to use any obscene, indecent, or offensive language or to place on the Website any material that is defamatory, abusive, harassing, racist, or hateful. Further, you may not place on the Website any material that is encrypted, constitutes junk mail or unauthorized advertising, or commercial offers, invades anyone's privacy, or encourages conduct that would constitute a

criminal offense, give rise to civil liability, or that otherwise violates any local, federal, national or international law or regulation. You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

E. You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

F. The content, organization, graphics, text, images, video, design, compilation, advertising and all other material on the Website, including without limitation, the “look and feel” of this website, are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the property of the Service Provider or the **Energy Drink Exchange** Panel. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of the website, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited.

G. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Website, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, the Service Provider or the Website.

H. You agree not to disrupt, overwhelm, attack, modify or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Website, or feature of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website.

I. Other than connecting to the Service Provider's servers by http requests using a Web browser, you may not attempt to gain access to the Service Provider's servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Website or otherwise.

J. You acknowledge that neither the Service Provider nor the **Energy Drink Exchange** Panel has reviewed and do not endorse the content of all sites linked to from this Website and are not responsible for the content or actions of any other sites linked to from this Website. Your linking to any service or site is at your sole risk.

K. The nature of this Website is interactive and public. By posting content, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and

for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit may be used by the Service Provider or the **Energy Drink Exchange** Panel anywhere, anytime, and for any reason whatsoever.

2. COMMENTS BY OTHERS ARE NOT ENDORSED BY THE SERVICE PROVIDER:

The Service Provider and the **Energy Drink Exchange** Panel do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of the Service Provider or the **Energy Drink Exchange** Panel. You agree that the Service Provider and the **Energy Drink Exchange** Panel are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

3. USE OF MATERIAL SUPPLIED BY YOU:

For information regarding use of personal information you supply or communicate to the Website, please see our Privacy Policy. Except as expressly provided otherwise in the Privacy Policy, you agree that by posting messages, uploading files, inputting data, or engaging in any other form of communication with or through the Website, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. In addition, please be aware that information and content (including photographs) (collectively, "Materials") you disclose in publicly accessible portions of the Website will be available to all users of the Website, so you should be mindful of personal information and other content you may wish to post. **THE SERVICE PROVIDER AND THE ENERGY DRINK EXCHANGE PANEL HEREBY DISCLAIM ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH ANY AND ALL MATERIALS POSTED, UPLOADED OR SUPPLIED BY YOU ON THE WEBSITE.**

4. COPYRIGHT:

The Service Provider respects the intellectual property of others, and we ask our users to do the same. The Service Provider may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyright rights of others.

5. INDEMNIFICATION:

You agree to indemnify the Service Provider, the **Energy Drink Exchange** Panel and their respective affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including attorneys fees) which may arise from your submissions, from your unauthorized use of material obtained through the Website, or from your breach of this Agreement, or from any such acts through your use of the Website.

6. EDITING AND DELETIONS:

The Service Provider and the **Energy Drink Exchange** Panel reserve the right, but undertake no duty, to review, edit, move or delete any material provided for display or placed on the Website or its bulletin boards, in its sole discretion, without notice.

7. ADDITIONAL TERMS:

The Service Provider reserves the right to post, from time to time, additional terms of usage that apply to specific parts of the Website. Such additional terms will be posted in the relevant parts of the Website. Your continued use of the Website constitutes your agreement to comply with these additional terms.

8. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE THAT YOU ARE USING THE WEBSITE AT YOUR OWN RISK. THE WEBSITE IS PROVIDED "AS IS", AND THE SERVICE PROVIDER, ITS AFFILIATES AND THE **ENERGY DRINK EXCHANGE** VIEWS PANEL HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE WEBSITE. THE SERVICE PROVIDER, ITS AFFILIATES, AND THE **ENERGY DRINK EXCHANGE** PANEL DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE WEBSITE.

THE SERVICE PROVIDER, ITS AFFILIATES AND THE **ENERGY DRINK EXCHANGE** PANEL SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE WEBSITE HEREUNDER, THE SALE OR PURCHASE OF ANY GOODS OR MERCHANDISE, YOUR ACCESS TO OR INABILITY TO ACCESS THE WEBSITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, YOUR USE OF OR RELIANCE ON THE WEBSITE OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE WEBSITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME U.S. STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU HEREBY AGREE TO RELEASE THE SERVICE PROVIDER, ITS AFFILIATES AND THE **ENERGY DRINK EXCHANGE** PANEL, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

9. TERMINATION OR SUSPENSION OF ACCESS TO THE WEBSITE:

The Service Provider has the right to terminate and/or suspend your ability to access the Website or any portion thereof, for any or no reason, or may prevent your use of this Website with or without notice to you. You agree that you do not have any rights in this Website and that neither The Service Provider nor THE **ENERGY DRINK EXCHANGE** PANEL will have any liability to you if this Website is discontinued or your ability to access it is terminated.

10. JURISDICTION:

The Service Provider makes no representation that materials on the Website are appropriate, available or legal in any particular location. Those who choose to access the Website do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.