

TERMS AND CONDITIONS

1. AGREEMENT AND GENERAL TERMS OF USE

1.1 This User Agreement constitutes the agreement between MasterVendorList.com ("MVL Ltd") and you as a user who accesses or establishes a connection ("user," "you," or "your") to our services, including but not limited to those at www.MasterVendorList.com and/or other services based on these services ("Service" or collectively the "Services").

1.2 You agree to abide by all of the provisions in this Agreement in order to remain an authorized user of the Services, and your use of the Services constitutes your agreement to abide by these provisions. Distribution of your user name or password to others for access to the Services is prohibited and may result in termination of your account.

1.3 MasterVendorList.com reserves the right, in its sole discretion, to change any or all of the provisions of this Agreement at any time. MasterVendorList.com will make the current Agreement available at this URL, as well as from a link at the bottom of each Service's home page. The Agreement in effect at the time you use the Service shall govern your use and your use of the Service after the effective date of any changes to this Agreement will be deemed your acceptance of the changes.

1.4 MasterVendorList.com reserves the right, in its sole discretion, to change, limit, or discontinue any aspect, content, tool, or feature that is a part of the Services. MasterVendorList.com further reserves the right, in its sole discretion, to restrict the use of the Service as well as suspend or revoke your rights to use the Services based on MasterVendorList.com's belief that your use of the Services violates that permitted by this Agreement or applicable law.

1.5 IF YOU DO NOT AGREE TO THE PROVISIONS OF THIS AGREEMENT OR ARE NOT SATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE SERVICES.

2. FEES AND PAYMENTS; ACCOUNT MANAGEMENT

2.1 If you become a trial subscriber, or a paid subscriber ("Subscriber or Subscribers") of any of the Services, you will be bound by the payment terms set forth herein.

2.2 Access to premium areas of the Services requires payment. Rates vary. If you subscribe, you must provide accurate, complete and updated subscriber information. You will pay MasterVendorList.com for all fees, charges, and any applicable taxes, associated with the Services in accordance with the current rates, payment terms, and policies specified by MasterVendorList.com in the applicable Service enrollment screens and online help areas. You acknowledge that you will pay MasterVendorList.com all such fees, charges, and applicable taxes for the Services where enrollment in the Services has been made using your credit card or other means, whether made by you personally or by someone else in your organization on your behalf. If you enroll in the Services using a credit card, you certify to MasterVendorList.com that you are at least 18 years of age and that you are the cardholder of the credit card, or that you are expressly authorized by the cardholder to enroll in the Services.

2.3 You further acknowledge that your obligation to pay MasterVendorList.com all such fees, charges, and applicable taxes for the Service does not depend on usage of the Service, and that you remain obligated to pay MasterVendorList.com for the Service regardless of whether the Service is used or not. Unless you enroll as part of a free trial, your obligation to pay for the Service begins on the date of your enrollment in the Service, not the date of your first use of the Service. If made available, free trial or free access periods to use the Service also begin on the date of your enrollment in the free trial for the Service, and not the date of your first use of it.

You may cancel your account for the Service during any free trial or free access period without charge. You may also cancel any subscription for the Service at any other time during its term. However, MasterVendorList.com does not prorate any fees, charges, or applicable taxes associated with the Service upon any termination or cancellation and does not refund any such amounts for any term already charged. You cancel your account for the Service by sending an e-mail to TheTeam@MasterVendorList.com. General e-mails not utilizing the above mentioned form, letters and other means of notification, including notifying your credit card company or bank that you no longer wish to be a subscriber will not serve as valid means of cancellation.

2.4 The price you pay for a Service is stipulated at the time you enroll in such Service and is valid for the initial period for which you enrolled in the Service. MasterVendorList.com reserves the right to change the price paid for a monthly or annual subscription after the initial enrollment period. WHERE STATED MONTHLY AND YEARLY SUBSCRIPTIONS TO THE SERVICE ARE ON A CONTINUOUS RENEWAL BASIS. This means your subscription will automatically renew every month on your monthly enrollment anniversary or the last day of the month if you enrolled on the 29th, 30th or 31st and the current month has no such date. For annual subscriptions, this means every year on your annual enrollment anniversary. Your credit charge or other form of payment will be automatically charged or debited unless you have notified MasterVendorList.com in accordance with Section 2.3 hereof that you wish to cancel the Service. Your subscription renewal will be at the then current price charged for the Service or your enrollment price, whichever is higher. YOU MUST CANCEL PRIOR TO YOUR SUBSCRIPTION RENEWAL DATE TO AVOID CONTINUED CHARGES.

2.5 Except with respect to payment terms when a trial is cancelled prior to its termination, this Agreement also states the terms and conditions under which you, as an evaluating user, shall be governed during any free trial period offered by MasterVendorList.com.

3. RIGHTS IN SERVICE CONTENT AND THE SERVICE

3.1 All content and tools provided by MasterVendorList.com on the Services are protected by copyright, trademark and/or other applicable intellectual property and proprietary rights laws and are owned, controlled, and/or licensed by MasterVendorList.com. The Services are also protected by copyright, patent, trademark, and other applicable intellectual property and proprietary rights laws. All trademarks appearing on the Services are the property of their respective owners. You agree not to use any trademarks or copyrighted material without express written permission of MasterVendorList.com.

3.2 You may search, retrieve, display, download, and print content from the Services solely for your use. You shall make no other use of the content without the express written permission of MasterVendorList.com. You will not modify, publish, distribute, transmit, participate in the transfer or sale, translate, create derivative works, or in any way exploit other than as set forth herein, any of the content, tools or technology, in whole or in part, found on the Services. Further, you shall not engage in any systematic downloading or other activity directed towards any of the content, in whole or in part, found on the Services that would create any electronic database or archive containing such content. You shall not make any changes to any content that you are permitted to download under this Agreement, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You also will not "frame" any of the content, tools or technology on the Services or the Services themselves without the express written permission of MasterVendorList.com. You agree that you do not acquire any ownership rights in any downloaded content. You further agree that all rights in the Service and any of the content found on the Service not granted to you under this Agreement are expressly reserved to MasterVendorList.com.

3.3 In searching the Services, you shall not employ any automated search tools, including so called "crawlers," "bots" and "spiders" that programmatically access and extract content in order to repurpose or resell the Services content and tools, nor may you "scrape" and/or reformat any information off the services HTML pages or XML interface, including meta tags, results pages, abstracts, and documents without the express written permission of MasterVendorList.com. Those seeking more information on permission for systematic access will need to e-mail TheTeam@MasterVendorList.com.

4. USER ACTIVITIES AND PRIVACY OF USER INFORMATION ON THE SERVICE

4.1 You will use the Services and any tools, content, material, or information found on the Services solely for lawful purposes. You shall not upload to, distribute to or through, or otherwise disseminate through the Service any material or information of any kind that is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law or infringes or violates any privacy or other rights of any other person or entity, or contains a solicitation of funds, advertising, or a solicitation for goods or services.

4.2 MasterVendorList.com has no obligation to, and does not and cannot, review every item of material or information that you and users other than you make available through the Services, and MasterVendorList.com is not responsible for any content of this material or information. However, MasterVendorList.com reserves the right to delete, move, or edit any material or information that it deems, in its sole discretion, unacceptable, libelous, defamatory, obscene, pornographic, abusive, or otherwise in violation of any law or that infringes or violates any privacy or other rights of any person or entity. Further, MasterVendorList.com reserves the right at all times to disclose any material or information as necessary to satisfy any law, regulation, or governmental request.

4.3 MasterVendorList.com reserves the right to collect and use data about you and your use of the Service for purposes such as, for example, performing statistical analyses to assist us in improving the Service. MasterVendorList.com further reserves the right to distribute such data in forms that do not identify you individually or reveal your identity. MasterVendorList.com may also distribute such data in forms that identify you individually or reveal your identity to affiliates, partners and to third parties with a contractual relationship with MasterVendorList.com. All such use and distribution shall be in accordance with MasterVendorList.com's privacy policy, which is incorporated herein by reference. Please familiarize yourself with the privacy policy by clicking on "Privacy Policy" at the bottom of the website pages. Nothing herein shall prevent MasterVendorList.com and its marketing partners from contacting you by e-mail, phone, or direct mail with offers, information, and other communications and all such contact is expressly approved by you. Nothing herein shall prevent MasterVendorList.com from complying with valid requests by governmental authorities investigating civil or criminal matters.

5. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

5.1 YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER MASTERVENDORLIST.COM NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENTS OF ANY CONTENT, INFORMATION, MATERIAL, POSTINGS, OR POSTING RESPONSES FOUND ON THE SERVICE, ANY MERCHANDISE OR SERVICES PROVIDED THROUGH THE SERVICES, OR ANY LINKS TO OTHER SITES OR SERVICES MADE AVAILABLE ON THE SERVICES.

5.2 THE SERVICES, ALL TOOLS, CONTENT, MATERIAL, INFORMATION, POSTINGS, OR POSTING RESPONSES FOUND ON THE SERVICE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.3 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR GROSS OR WILLFUL NEGLIGENCE, SHALL MASTERVENDORLIST.COM (OR ANY OF ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY CONTENT, INFORMATION, MATERIAL, POSTINGS, OR POSTING RESPONSES ON THE SERVICE, OR THE SERVICE ITSELF. THESE LIMITATIONS APPLY REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT MASTERVENDORLIST.COM (AND ANY OF ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD PARTY CONTENT PROVIDERS, OR (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER, INCLUDING YOU. IN NO EVENT SHALL THE TOTAL LIABILITY OF MASTERVENDORLIST.COM (OR ANY OF ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS)) TO YOU EXCEED THE AMOUNT PAID BY YOU TO MASTERVENDORLIST.COM DURING THE TWELVE (12) MONTHS PRIOR TO ANY CLAIM OF INJURY OR DAMAGE.

6. INDEMNIFICATION

To the maximum extent permitted by applicable law, you will defend, indemnify and hold harmless MasterVendorList.com (and any of its subsidiaries, affiliates, directors, officers, employees, agents, distributors, third party providers, and licensors (and their respective directors, officers, employees, and agents)) from and against all claims, liability, and expenses, including attorneys' fees and legal fees and costs, arising out of your use of the Service or your breach of any provision of this Agreement. MasterVendorList.com reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defense of any claim.

7. THIRD PARTY CONTENT, THIRD-PARTY PROVIDERS, ADVERTISING AND LINKS.

The Services include a number of third party providers for content, technology and other features, including the opportunity for users of the Services to purchase goods or services from third parties ("Third Party"). MasterVendorList.com makes no warranty concerning content, technology, goods or services provided by Third Party providers. YOU AGREE THAT ANY RECOURSE FOR DISSATISFACTION OR PROBLEMS WITH THOSE GOODS OR SERVICES WILL BE SOUGHT FROM THE THIRD PARTY PROVIDER DIRECTLY, NOT FROM MASTERVENDORLIST.COM

8. NOTICES BETWEEN US

You may contact us by sending electronic mail to TheTeam@MasterVendorList.com. If a response is necessary, we will contact you by sending electronic mail to the address you provide to us.

9. TERMINATION

MasterVendorList.com may terminate this Agreement and your use of the Services, or discontinue the Services, at any time. MasterVendorList.com shall have the right immediately upon notice to you to terminate your use of the Services in the event of any conduct by you which MasterVendorList.com, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement or violation of applicable law.

10. LAW GOVERNING PERFORMANCE AND DISPUTES

Subject to the terms of any agreement we conclude with you when you subscribe as a vendor on MasterVendorList.com, we reserve the right to withdraw all or part of the Website at any time.

These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

These Terms constitute the entire agreement between us in relation to the provision by us to you of the Services, and they replace and supersede any prior arrangements between us in relation to the Services. You acknowledge that you are not relying on any statement made by us or any of our representatives with regard to the Services other than those expressly set

out in these Terms (which includes, for the avoidance of doubt, the description of the Services set out on the Website. Nothing in this Paragraph shall exclude or restrict our liability for fraud or fraudulent misrepresentation.

The agreement between us which is comprised of these Terms is not intended to be for the benefit of any third party, and shall not be exercisable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

The continued use of the Website following any changes to the Terms will mean that you accept such changes.

11. GENERAL TERMS

This Agreement and any policies and rules posted on the Services by MasterVendorList.com constitute the complete and exclusive and final expression of the agreement of the parties with respect to the subject matter hereof. No waiver by either MasterVendorList.com or you of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement shall be binding upon and inure to the benefit of MasterVendorList.com and its successors, trustees, and permitted assigns. MasterVendorList.com may assign this Agreement, or any of its rights or obligations under this Agreement, with or without notice to you. Any such assignment by MasterVendorList.com does not relieve you of your obligations under this Agreement.