

# Terms Of Service

## 1. SERVICES AND CONDITIONS OF USE

Welcome to TCAMarketing.com. TCAMarketing.com and its affiliates provide their services to you subject to the following conditions. If you visit or show at TCAMarketing.com, you accept these conditions. TCAMarketing.com currently provides users with access to a rich collection of on-line resources, including, various communications tools, online forums, shopping services and personalized content ("Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new toebash.com properties, shall be subject to the Terms of Service. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Service. You understand and agree that TCAMarketing.com is provided "AS-IS" and that TCAMarketing.com assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications, data or personalization settings.

## 2. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) abide by the rules that are posted for different sections such as but not only the posting rules; (b) uphold the local laws as applicable to your actions when viewing and posting of content to the site; (c) honor the requests made by TCAMarketing.com agents such as channel operators, forum and mailing list moderators, etc. as applicable to your actions on the site; (d) honestly verify your age of consent on agreement forms; (e) check for updates and update notices of the rules and the Terms of Service on the main page and within pages on TCAMarketing.com.

You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account. You agree to (i) immediately notify TCAMarketing.com of any unauthorized use of your password or account or any other breach of security by e-mailing the TCAMarketing.com administrators, and (ii) ensure that you exit from your account at the end of each session if your computer will be used by others. TCAMarketing.com cannot and will not be liable for your failure to comply with this Section.

In consideration of your use of TCAMarketing.com, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or TCAMarketing.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, TCAMarketing.com has the right to suspend or terminate your account and refuse any and all current or future use of TCAMarketing.com (or any portion thereof).

TCAMarketing.com is concerned about the safety and privacy of all its users, particularly children. Our Service is available only to, and may only be used by individuals who can form legally binding contracts under applicable law (individuals 18 years of age or older). For this reason, parents of children under the age of 18 who wish to allow their children access to the Service must give permission through TCAMarketing.com. By registering for a TCAMarketing.com account you certify that you are at least 18 years old, or that you are the legal guardian of the child/children listed on the TCAMarketing.com account and that you give your child permission to access all of the services of TCAMarketing.com including, but not limited to, email and clubs (among others). Please remember that TCAMarket-

ing.com is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of TCAMarketing.com and/or Content (as defined in Section 5 below) are appropriate for your child.

### **3. ELECTRONIC COMMUNICATIONS**

When you visit TCAMarketing.com or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **4. TCAMarketing.com PRIVACY POLICY**

We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that you and your information is one of our 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. We use third parties to verify and certify our privacy principles. Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full Privacy Policy.

### **5. MEMBER CONDUCT**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not TCAMarketing.com, are entirely responsible for all Content that you upload, post, email or otherwise transmit via TCAMarketing.com. TCAMarketing.com does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using TCAMarketing.com, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will TCAMarketing.com be liable in any way for any Content, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Service.

### **6. TRADEMARKS**

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### **7. LIMITATION OF LIABILITY AND WARRANTY**

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THE LIABILITY OF TCAMARKETING.COM, THE CORPORATE ADVANTAGE, THEIR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCES IS LIMITED TO THE GREATER OF (A) THE AMOUNT YOU PAY TO US IN THE 6 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) \$100.00.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **8. LICENSE AND SITE ACCESS**

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## **9. RISK OF LOSS**

All items purchased from TCAMarketing.com are made pursuant to a shipment contract. This means that the risk

of loss and title for such items pass to you upon our delivery to the carrier.

## **10. PRODUCT DESCRIPTIONS**

TCAMarketing.com and its affiliates attempt to be as accurate as possible. However, TCAMarketing.com does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by TCAMarketing.com itself is not as described, your sole remedy is to return it in unused condition.

## **11. INDEMNIFICATION**

Customer agrees to indemnify and hold TCAMarketing.com, The Corporate Advantage, their subsidiaries, officers, directors, employees, representatives and suppliers harmless from any dispute which may arise from a breach of terms of this Agreement. Customer agrees to hold TCAMarketing.com, The Corporate Advantage, their subsidiaries, officers, directors, employees, representatives and suppliers harmless from any claims and expenses, including reasonable attorney's fees and court costs, related to Customer's violation of this Agreement, including, but not limited to, the Rules of Conduct or any information, software or other content placed on the Service by Customer.

## **12. TERMINATION OF SERVICE**

User may terminate this Agreement and User's right to use TCAMarketing.com by writing to [dkap-salis@TCAMarketing.com](mailto:dkap-salis@TCAMarketing.com). TCAMarketing.com may terminate your account or access rights at any time, without notice, for conduct that TCAMarketing.com believes violates this Agreement or other policies or guidelines that have been posted on a TCAMarketing.com service. TCAMarketing.com may terminate your account or access rights to this Service for online conduct that TCAMarketing.com believes is harmful to other Customers, to TCAMarketing.com's business, or to other information providers.

## **13. CHOICE OF LAW**

This Agreement shall be construed and controlled by the laws of the State of Indiana. Further, any dispute arising from the terms of this agreement or a breach of this Agreement will be governed by the laws of the State of Indiana. Customer agrees to exclusive personal jurisdiction by the courts sitting in Hamilton County, State of Indiana.

## **14. NOTICES**

Except as explicitly stated otherwise, any notices shall be given by certified mail, postage prepaid and return receipt requested, to The Corporate Advantage, Inc., Attn: Legal Department, 877 West Carmel Drive, Carmel, IN 46032 (in the case of TCAMarketing.com) or to the email address you provide to TCAMarketing.com 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 provide to TCAMarketing.com during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

## **15. MERGER CLAUSE**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral between TCAMarketing.com representatives and you. TCAMarketing.com may amend or modify this Agreement or impose new conditions at any time upon notice from TCAMarketing.com to you, which are effective immediately after we post the changes on the site. Any use of the Service by you after such notice shall be deemed to constitute acceptance by you of such amendments, modifications or new conditions. In addition, when using particular services on the site, you agree that you are subject to any posted policies or rules applicable to services you use through the site, which may be posted from time to time. All such posted policies or rules are hereby incorpo-

rated by reference into this Agreement.

## **16. GENERAL**

We do not guarantee continuous, uninterrupted or secure access to our Services, and operation of the site may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by TCAMarketing.com or The Corporate Advantage, Inc., in accordance with Section 14 "Notices", in our sole discretion. 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.

## **17. QUESTIONS / COMMENTS**

Send questions / comments by electronic mail to [dkapsalis@TCAMarketing.com](mailto:dkapsalis@TCAMarketing.com) or letter delivered by first class postage to The Corporate Advantage at the following address:

The Corporate Advantage

877 West Carmel Drive

Carmel, IN 46032