

www.FreedomExpress.net
Terms of Service

Welcome to the Freedom Express web site, which is located at www.freedomexpress.net. The following Terms of Service ("TOS") contain the terms and conditions that govern your use of the Web Site and Freedom Express Service (as defined below). These TOS describe your rights and responsibilities and what you can expect from the Freedom Express Service. If you do not read, understand, and agree to all of the TOS, you may not use the Web Site. Freedom Express reserves the right to add to, delete or change these TOS because of frequent changes in Internet technology and applicable law. As such, you should check these TOS from time to time for such changes.

(A) The Freedom Express Service - Freedom Express provides a number of Internet-based services through the Web Site (all such services, collectively, the "Freedom Express Service"). Freedom Express users may purchase individual Products for their own use. Freedom Express allows all users to browse the Web Site and purchase Products. Freedom Express may offer a number of other services on its Web Site, such as message boards, contests, and newsletters, which may change from time to time.

(B) Use of the Web Site and Freedom Express Service.

Eligibility - Freedom Express will only knowingly provide the Freedom Express Service to parties that can lawfully enter into and form contracts under applicable law. If you are under the age of 18, but at least 13 years of age, you may use the Freedom Express Service only under the supervision of a parent or legal guardian who agrees to be bound by these TOS. The Freedom Express Service is not intended for children under the age of 13.
Compliance With TOS and Applicable Law - You must comply with all of the terms and conditions of these TOS, the applicable agreements and policies referred to below, and all applicable laws, regulations and rules when you use the Freedom Express Service and the Web Site.

Your License to Use the Web Site and the Freedom Express Service –

(a) Freedom Express solely and exclusively owns all intellectual property and other right, title and interest in and to the Freedom Express Service and Web Site. For example and without limitation, Freedom Express owns the trademarks FREEDOM EXPRESS(SM) and FREEDOMEXPRESS.NET®; the copyrights in and to the Web Site. You will not acquire any right, title or interest therein under these TOS or otherwise.

(b) Freedom Express grants you a limited revocable license to access and use the Web Site and the Freedom Express Service for its intended purposes, subject to your compliance with these TOS. This license does not include the right to collect or use information contained on the Web Site for purposes prohibited by Freedom Express; create derivative works based on the content of the Web Site; or download or copy the Web Site (other than page caching). If you use the Web Site in a manner that exceeds the scope of this license or breach this TOS, Freedom Express may revoke the license granted to you.

Third-Party Services - Freedom Express may use third parties to provide certain services accessible through the Web Site. Freedom Express does not control those third parties or their services, and you agree that Freedom Express will not be liable to you in any way for your use of such services. These third parties may have their own terms of use and other policies. You must comply with such terms and policies as well as these TOS when you use these services. If any such terms or policies conflict with Freedom Express' TOS, agreements or policies, you must comply with Freedom Express' TOS, agreements or policies, as applicable.

(C) General Rules.

Prohibited Use - Except as may be expressly permitted by Freedom Express, you may not: (i) interfere with the Freedom Express Service by using viruses or any other programs or technology designed to disrupt or damage any software or hardware; (ii) modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Freedom Express Service; (iii) use a robot, spider or other device or process to monitor the activity on or copy pages from the Web Site, except in the operation or use of an internet "search engine", hit counters or similar technology; (iv) collect electronic mail addresses or other information from third parties by using the Freedom Express Service; (v) impersonate another person or entity; (vii) use any meta tags, search terms, key terms, or the like that contain Freedom Express' name or trademarks; (viii) engage in any

activity that interferes with another user's ability to use or enjoy the Freedom Express Service; or (ix) assist or encourage any third party in engaging in any activity prohibited by these TOS. Privacy Policy - By entering into these TOS, you agree to Freedom Express' collection, use and disclosure of your personal information in accordance with the Privacy Policy. Ordering Policies - If you purchase Products, you agree to do so in accordance with Freedom Express' Ordering Policy and Bulk Order Policy.

(D) Reservation of Rights.

Monitoring - Freedom Express reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Web Site. If Freedom Express determines, in its sole and absolute discretion, that you or another Freedom Express user will breach a term or condition of these TOS or that such transaction or communication is inappropriate, Freedom Express may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.

Modification of the Service - Freedom Express may modify the Freedom Express Service at any time with or without notice to you, and will incur no liability for doing so.

(E) Submissions - When you submit questions, comments, suggestions, ideas, message board postings, material submitted via web forms, contest entries, communications or any other information ("Submissions"), you grant Freedom Express permission to use such submissions for marketing and other promotional purposes. You agree that Freedom Express will have no obligation to keep any Submissions confidential and you will not bring a claim against Freedom Express based on "moral rights" or the likes arising from Freedom Express' use of a Submission.

(F) Representations and Warranties.

Mutual Representations and Warranties - You represent and warrant to Freedom Express and Freedom Express represents and warrants to you: (i) that you or it has the full power and authority to enter into and perform under these TOS, (ii) the execution and performance of your or its obligations under these TOS do not constitute a breach of or conflict with any other agreement or arrangement by which you or it is bound, and (iii) these TOS are a legal, valid and binding obligation of the party entering into these TOS, enforceable in accordance with their terms and conditions.

By You - You represent and warrant to Freedom Express that, in your use of the Freedom Express Service, you: (i) will not infringe the copyright, trademark, patent, trade secret, right of privacy, right of publicity or other legal right of any third party and (ii) will comply with all applicable laws, rules, and regulations. You further represent and warrant to Freedom Express that: (i) there are no claims, demands or any form of litigation pending or, to the best of your knowledge, threatened with respect to any of your Content; (ii) Freedom Express will not be required to make any payments to any third party in connection with its use of your Content, except for the expenses that Freedom Express incurs in providing the Freedom Express Service; (iii) the use of any instructions, formulae, recommendations, or the like contained in your Content will not cause injury to any third party; and (iv) your Content does not contain viruses or any other programs or technology designed to disrupt or damage any software or hardware.

(G) Disclaimers, Exclusions, and Limitations.

DISCLAIMER OF WARRANTIES - FREEDOM EXPRESS PROVIDES THE WEB SITE AND FREEDOM EXPRESS SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. FREEDOM EXPRESS DOES NOT REPRESENT OR WARRANT THAT THE WEB SITE, FREEDOM EXPRESS SERVICE OR ITS USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. FREEDOM EXPRESS MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE TOS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

EXCLUSION OF DAMAGES - FREEDOM EXPRESS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING

DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE FREEDOM EXPRESS SERVICE, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY - EXCEPT FOR A BREACH OF A PARTY'S REPRESENTATIONS AND WARRANTIES UNDER THESE TOS OR IN CONNECTION WITH YOUR INDEMNITY OBLIGATIONS UNDER THESE TOS, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY IN CONNECTION WITH THESE TOS EXCEED THE GREATER OF (i) THE AMOUNT PAID BY FREEDOM EXPRESS TO YOU DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) \$100.

(H) Indemnification - You must indemnify and hold Freedom Express and its employees, representatives, agents, affiliates, directors, officers, managers and shareholders (the "Parties") harmless from any damage, loss, or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought against any of the Parties alleging that you have breached any of these TOS. If you have to indemnify Freedom Express under this Section, Freedom Express will have the right to control the defense, settlement, and resolution of any Claim at your sole expense. You may not settle or otherwise resolve any Claim without Freedom Express' express written permission.

(I) Termination.

Termination - Freedom Express may suspend or terminate your use of the Web Site or Freedom Express Service if it believes, in its sole and absolute discretion, that you have breached a term of these TOS.

Survival - These TOS will survive indefinitely unless and until Freedom Express chooses to terminate them.

Effect of Termination - If you or Freedom Express terminates your use of the Web Site or the Freedom Express Service, Freedom Express may delete any Content or other materials relating to your use of the Freedom Express Service or otherwise in its possession and Freedom Express will have no liability to you or any third party for doing so.

(J) Dispute Resolution - All disputes arising out of, relating to or connected with these TOS or your use of any part of the Freedom Express Service will be exclusively resolved under confidential binding arbitration before and in accordance with the Rules of the American Arbitration Association, by a sole arbitrator applying California law (without regard for conflicts of law principles). The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these TOS will be joined to an arbitration involving any other party subject to these TOS, whether through class arbitration proceedings or otherwise. Any action to enforce an arbitrator's award will be brought in a federal or state court and each party hereby irrevocably submits to the personal jurisdiction of such court. By entering into these TOS, you hereby irrevocably waive any right you may have to join claims with those of others in the form of a class action or similar procedural device. Any claim arising out of, relating to or connected with these TOS or your use of any part of the Freedom Express Service must be asserted individually.

(K) Miscellaneous - These TOS will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of California without reference to conflict of law principles. These TOS will not be assignable or transferable by you without the prior written consent of Freedom Express. These TOS (including all of the policies and other Agreements described in this TOS, which are hereby incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. No failure or delay by a party in exercising any right, power or privilege under these TOS will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. You and Freedom Express are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by these TOS. The invalidity or unenforceability of any provision of these TOS will not affect the validity or enforceability of any other provision of these TOS, all of which will remain in full force and effect.