

TERMS OF SERVICE

1.ACCEPTANCE OF TERMS

SBN.com (or "The Company") provides the Services (defined below) to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you (collectively the "TOS"). You can review the most current version of the TOS at any time at: www.sbn.com/content/terms.

By accessing and using the SBN.com Services, you accept and agree to be bound by the terms and provision of the TOS. In addition, when using particular SBN.com owned or operated services, you and SBN.com shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules (including but not limited to our Spam Policy) are hereby incorporated by reference into the TOS. You shall be responsible for reviewing and becoming familiar with any such modifications. Such modifications are effective immediately upon first posting and use of our website or any services by you constitutes your acceptance of these Terms as modified.

VIEWING OR USING ALL OR ANY PART OF THE SERVICE, DOWNLOADING ANY MATERIALS OR BY COMPLETING THE SUBSCRIPTION AND INFORMATION REQUEST REGISTRATION PROCESS, YOU AGREE TO BE BOUND BY ALL OF THE TERMS.

2.THE SBN.COM SERVICE

SBN.com provides users, who submit queries in any Web-based search box provided by the Company, with Internet navigation assistance web pages ("Results Pages") containing search results and other content (collectively, the "Service"). Unless explicitly stated otherwise, any new features that enhance the current Service shall be subject to these Terms. In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. The Service is available to individuals who are at least 18 years old, whether acting on their own behalf or as an authorized employee or representative of a corporation or other business entity. If you do not so qualify, do not attempt to register for or use the Service. SBN.com may refuse to offer the Service to any person or entity and may change its eligibility criteria, at any time, in its sole discretion.

3.REGISTRATION OBLIGATIONS

In order to take advantage of certain features on the Service (including the posting of reviews of businesses and the receipt of newsletters and special offers from SBN.com), you may be required to create an account with SBN.com. In consideration of use of the Service, 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 the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SBN.com has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Additionally, you agree that if you provide false information to obtain access to an SBN.com business site that you are not legally entitled to claim, SBN.com will be entitled to collect liquidated damages of \$1500 per violation or actual damages incurred by the Company from you. You understand and agree that the service may include certain electronic and telephone communications from SBN.com, including but not limited to, service announcements, status reports, administrative messages and the SBN.com Newsletter, and that these communications are considered part of SBN.com membership and (except as prohibited by applicable law) you may not be able to opt out of receiving them.

4.SBN.COM PRIVACY POLICY

For information regarding how we treat personal information of our users, please see SBN.com's current, full privacy policy at: <http://www.sbn.com/replicator/privacy.aspx><http://localhost:44010/Content/?title=Privacy>, which is incorporated by this reference.

5.USER 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 SBN.com, are entirely responsible for all Content that you upload, post or otherwise transmit via the Service. SBN.com does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content, including but not limited to business endorsements and commentary. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable.

You agree to use our Site and the Content (whether provided by us or others), as well as any software provided in connection with the Site, in a manner consistent

with all applicable laws and regulations. Additionally, you will not take any of the following actions with respect to our Site, related software, or Content, nor will you use our Site or related software to upload, post, email, distribute, transmit, link, solicit or otherwise make available any Content or use our Site in any manner that:

- Is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive;
- Infringes someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights;
- Removes any proprietary notices or labels on the Content;
- Advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party;
- Is deceptive in any way, such as an offer to sell fraudulent goods or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity;
- Specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband;
- Constitutes unsolicited or unauthorized advertising, junk or bulk e-mail (SPAM), chain letters, or any other unsolicited commercial or non-commercial communication;
- Interferes with others using the Sites;
- Is off-topic according to the description of the group, forum or webpage;
- Contains software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment;
- Contains a charity request, petitions for signatures, chain letters or letters relating to a pyramid scheme;
- Disrupts, interferes or inhibits any other user from enjoying the Sites or other affiliated or linked websites, material, contents, products and/or services;
- Uses any robot, spider, or other such programmatic or automatic device, inducing but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site, products and/or services;
- Creates a false identity for the purpose of misleading others;
- Prepares, compiles, uses, downloads or otherwise copies any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party;
- Uses any company domain name as a pseudonymous return email address;

- Contains any offer for unsolicited goods or services or any advertising or promotional materials, except in those areas specifically designated for such purpose (e.g., classified bulletin board);
- Provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- Attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any Content or the Sites;
- Reproduces, duplicates, copies, sells, trades, resells or exploits for any commercial purposes, any portion of the Sites or Content, use of the Sites, or access to the Sites;
- Publishes, publicly performs or displays, or distributes to any third party any Content, including reproduction on any computer network or broadcast or publications media;
- Systematically collects and uses any Content including the use of any data mining, or similar data gathering and extraction methods;
- Makes derivative uses of the Sites or the Content;
- Uses, frames, or utilizes framing techniques to enclose any portion of the Sites (including the images found at the Sites or any text or the layout/design of any page or form contained on a page); and/or modifies, translates, de-compiles, disassembles, uses reverse engineering or otherwise attempts to derive the source code for the computer systems and other technology that operate our Site. For purposes of these TOS, "reverse engineering" shall include the examination or analysis of the Site to determine the source code, structure, organization, internal design, algorithms or encryption devices of our Site's underlying technology.

Unless you are participating in an area of the Site that requires or encourages anonymity, we encourage you to use your real name. In addition, you agree that all hyperlinks and other offers comprising the Service (e.g. hyperlinks provided in connection with SBN.com's RSS feeds) may not be modified from the original form in which such hyperlinks and other offers are generally made available by SBN.com.

6.CONTENT SUBMITTED TO SBN.COM

SBN.com does not claim ownership of the Content you place on your SBN.com Site. By uploading, submitting or otherwise disclosing or distributing content of any kind on the SBN.com website or otherwise through the Service, you:

- Grant to SBN.com, its affiliates and their assignees the perpetual, irrevocable, non-exclusive, royalty-free right to use, reproduce, display, perform, adapt, modify, distribute, make derivative works of and otherwise

exploit such content in any form for the purpose of providing the Services, including without limitation, any concepts, ideas or know-how embodied therein;

- Represent and warrant to SBN.com that you own or otherwise control all rights to such content and that disclosure and use of such content by SBN.com (including without limitation, publishing content at the SBN.com website) will not infringe or violate the rights of any third party; and
- Acknowledge that the content may not be treated confidentially.
- You agree not to provide SBN.com with any confidential or proprietary information that you desire or are required to keep secret.
- You acknowledge that SBN.com does not pre-screen Content, but that SBN.com and its designees shall have the right (but not the obligation) in their sole discretion to remove or block access to any Content that is available via the Service. Without limiting the foregoing, SBN.com and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

7.POSTING REVIEWS ON SBN.COM

You agree that you will only provide reviews that you believe to be true and you will not purposely provide false or misleading information in your reviews. You are responsible for complying with all laws applicable to any content you submit to the Service, including any reviews. You are solely responsible for your reviews listed on the Service. SBN.com reserves the right, but has no obligation, to monitor disputes between you and any business that you have reviewed. SBN.com reserves the right, but not the obligation, to refuse to post or to remove any review submitted through your SBN.com account (a "Review") for any reason, including if the Review contains any of the following:

- Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech)
- References to illegal activity, malpractice, purposeful overcharging, false advertising or health code violations (e.g., food poisoning, foreign objects in food, etc.)
- Reviews submitted by the reviewed business' employees (past or present) or competitors, as determined by SBN.com
- Reviews that do not address the goods and services of the business or Reviews with no qualitative value (e.g., "this place is great!"), as determined by SBN.com in its sole discretion.
- Reviews commenting on other users
- Content that contains personal attacks or describes physical confrontations and/or sexual harassment
- Excessive damage caused by business or service to person or property

- Personal information or messages including email addresses, URLs, phone numbers and postal addresses
- Messages that are advertising or commercial in nature, or are inappropriate based on the applicable subject matter
- Language that violates the standards of good taste or the standards of this website, as determined by SBN.com in its sole discretion
- Content determined by SBN.com to be offensive, illegal, or to violate any federal, state, or SBN.com law or regulation or the rights of any other person or entity
- Language intended to impersonate other users (including names of other individuals) or offensive or inappropriate user names or signatures
- Content that is not in English, that is encrypted or that contains viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, interfere with, intercept or appropriate any system, data or personal information
- Content that otherwise violates this Agreement or that may harm or threaten the safety of other users of the Service
- Content that is false or intentionally misleading

Reviews do not reflect the views of SBN.com or any of SBN.com's subsidiaries or affiliated companies or any of their respective employees, officers, directors, or shareholders. SBN.com does not assume responsibility or liability for any Review or for any claims, damages, or losses resulting from any use of a Review. You agree that any Reviews that you submit to SBN.com shall be owned exclusively and in perpetuity by SBN.com. Such exclusive ownership means that SBN.com, its subsidiaries, and/or affiliated companies have the unrestricted, perpetual, and exclusive right to use, reproduce, modify, translate, transmit, sell, and distribute any and all materials and communications regarding and including submitted Reviews. SBN.com is under no obligation to give credit or pay any consideration to you for your Reviews. If, despite the foregoing, full title and ownership of the Reviews is not deemed to be vested in SBN.com, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, SBN.com, its contractors and distribution partners, and the users of the Service an irrevocable, perpetual, royalty-free, fully sub licensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute your Reviews and to prepare derivative works of, or incorporate into other works, such Reviews. This license is non-exclusive, except you agree that SBN.com shall have the exclusive right to practice this license to the extent of combining your Reviews with the Reviews of other SBN.com users for purposes of constructing or populating a searchable database of business reviews.

8.USE OF REVIEWS

SBN.com does not control the content posted by third parties on the Service, including the content of any Reviews, and does not guarantee the accuracy,

integrity or quality of such content. You understand that by using the Service you may be exposed to content that is offensive, indecent or objectionable. You agree that you must evaluate and bear all risks associated with the use of any content on the Service, including any reliance on the content, integrity, and accuracy of such content. Under no circumstances will SBN.com be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content. If you see objectionable content or have any questions about this Agreement, please contact SBN.com at support@sbn.com.

9.COUPONS

If you as a business use the couponing feature to provide consumers with deals through the SBN.com platform, you represent and warrant that you have authority to offer such a deal and promise to honor the terms of that deal as they are presented to the consumer through the SBN.com platform. Without limitation of other representations, warrants, and indemnities elsewhere within these TOS, you specifically agree to indemnify SBN.com against any claims by users of the service that the terms of a coupon or other offered deal were not honored.

10.CLICK MONEY

SBN.com Click Money is earned through various campaigns on the SBN.com site and has no cash value or other independent economic value. You agree not to abuse Click Money privileges through conduct which is detrimental to the interests of SBN.com and our partners, including but not limited to, attempting to earn Click Money through illegitimate means such as purchasing or redemption fraud, or tampering with Click Money award links, attempting to accrue Click Money or spend Click Money contrary to the expressed intent of the program, having multiple accounts.

SBN.com is not responsible for lost or stolen rewards once issued. Rewards are subject to change at any time without notice. The amount of Click Money required to redeem for a reward is subject to change at any time without notice. Click Money will be subtracted from your account once the order is placed by you and captured by the SBN.com system. Once used, Click Money will not be reinstated to your account.

SBN.com shall have sole and exclusive discretion in determining abuse, fraud, or violation of its rules and any decision it makes relating to termination of membership or cancellation of Click Money shall be final and binding. SBN.com reserves the right to terminate or disable, at its sole discretion, any SBN.com account if it believes you have acted contrary to the intent of this Agreement. You understand and agree that disabling your account will result in your inability to redeem and/or earn Click Money. You understand and agree that termination of your SBN.com account will result in the cancellation of all Click

Money you may have earned. In addition SBN.com reserves the right to cancel or disable accounts and expire unredeemed Click Money in those accounts that are inactive for a period of 6 consecutive months. You acknowledge that you may only participate in Click Money if and to the extent that such participation is permitted by applicable laws, rules, and regulations.

11.INDEMNITY

You agree to indemnify and hold SBN.com, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

12.NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service.

13.MODIFICATIONS TO SERVICE

SBN.com reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that SBN.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

14.TERMINATION

You agree that SBN.com, in its sole discretion, may terminate your password, SBN.com Site, use of the Service or use of any other SBN.com service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if SBN.com believes that you have violated or acted inconsistently with the letter or spirit of the TOS. SBN.com may also in its sole discretion and at anytime discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that SBN.com may immediately deactivate or delete your SBN.com Site and all related information and files in your SBN.com Site and/or bar any further access to such files or the Service. Further, you agree that SBN.com shall not be liable to you or any third-party for any termination of your access to the Service.

15.ADVERTISEMENTS

SBN.com runs advertisements and promotions on SBN.com Sites. By creating

your SBN.com Site, you agree that SBN.com has the right to run such advertisements and promotions. The manner, mode and extent of advertising by SBN.com on your SBN.com Site are subject to change in the sole discretion of SBN.com.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the SBN.com Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that SBN.com shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the SBN.com Services.

16.AD PACKAGES BUSINESS AGREEMENT TERMS AND CONDITIONS

Please carefully read this agreement, including the AD Package chosen, before filing it in a safe place.

By accepting this agreement, the business is bound by its conditions. It covers important topics such as the business' AD Package, SBN.com's rights to change its conditions, billing and cancellation policy, and how long the agreement lasts. If the business accepts this agreement, it will apply to all AD Packages from SBN.com.

AD PACKAGES

Business agrees and understands that SBN.com AD Packages are comprised of a monthly service that creates and manages key categories, keyword and search phrase ad campaigns on major search engines. All AD Packages include the following features: building local business networks, change incorrect information, being listed in SBN.com city, zip, and category directories, uploading image and videos, creating coupons from a selection of templates, managing press releases, industry news and advertising on SBN.com listing pages. SBN.com reserves the right to modify these features at any time subject to the notice requirements set forth herein. (See Section 22, Notice.)

THIS AGREEMENT STARTS WHEN THE BUSINESS ACCEPTS. The business accepts when they do any of the following things after an opportunity to review this agreement:

- Give SBN.com an electronic signature;
- Tell SBN.com orally or electronically that you accept;
- Open a package that says the business accepts by opening it; or
- Use the business' service after making any change or addition when SBN.com told the business that the change or addition requires acceptance.

IF THE BUSINESS DOESN'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.

BILLING AND CANCELLATION

Except as explicitly permitted by this agreement, the business agrees to maintain service with SBN.com for the minimum term. After that, the business becomes a month-to-month customer under this agreement. The business can cancel their account any time after the minimum term. All cancellation requests must be submitted online through the business' account manager via their SBN.com Dashboard.

17.COUPONS, DEALS, AND PROMOTIONS

Your correspondence or business dealings with, or participation in promotions of, business or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such business or advertiser. You agree that SBN.com shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

18.LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because SBN.com has no control over such sites and resources, you acknowledge and agree that SBN.com is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that SBN.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

19.SBN.COM PROPRIETARY RIGHTS

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You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. SBN.com grants you a personal, non-transferable and non-exclusive right and license to use the object code of its software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the software in any manner or form, or to use modified versions of the software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by SBN.com for use in accessing the Service.

20.DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SBN.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF BUSINESS ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- SBN.COM MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR

LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SBN.COM OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

21.LIMITATION OF LIABILITY

IN NO EVENT SHALL SBN.COM (OR ITS AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) # AMOUNTS IN THE AGGREGATE GREATER THAN TEN DOLLARS (\$10), EVEN IF SBN.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOT WITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

22. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 20 AND 21 MAY NOT APPLY TO YOU.

23.COPYRIGHTS

SBN.COM respects the intellectual property rights of others and we ask our users to do the same.

24.NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

25.GENERAL INFORMATION

The TOS constitute the entire agreement between you and SBN.com and govern your use of the Service, superseding any prior agreements between you and SBN.com (including, but not limited to, any prior versions of the TOS). These TOS and the Service contemplated here under are personal to you, and are not assignable, transferable or sub licensable by you except with SBN.com's prior written consent. SBN.com may assign, transfer or delegate any of its rights and obligations here under without consent. You also may be subject to additional terms and conditions that may apply when you use affiliate or other SBN.com services, third-party content or third-party software. The TOS and the relationship between you and SBN.com shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and SBN.com agree to submit to the personal and exclusive jurisdiction of the courts located within Orange County, California. The failure of SBN.com to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

26.VIOLATIONS

Please report any violations of the TOS to us at: SBN.com, C/O Online Violations 440 Fair Dr, Ste 200, Costa Mesa, CA 92626