

LPK FREELANCE DATABASE USER AGREEMENT AND TERMS OF USE

Last Revised: July _10_, 2009

BY USING THE SITE, YOU AGREE TO THE AGREEMENTS REFERENCED HEREIN. IF YOU DO NOT AGREE TO THE AGREEMENTS, PLEASE DO NOT USE THE SITE.

Important Please Read Carefully

The LPK Freelance Database System (“System”) and the website which allows you to access the System (collectively “Site”) are owned by, licensed to, and operated by, Libby, Perszyk, Kathman, Inc., an Ohio corporation based in the United States of America, on its behalf and on behalf of its affiliates in the United Kingdom, Switzerland, Germany and China (collectively “LPK”). By using the Site, you signify your assent to this User Agreement and Terms of Use (“User Agreement”), the Privacy Policy located at www.lpklive.com/lpkfreelance2/privacypolicy.pdf (“Privacy Policy”) and the Copyright Policy located at www.lpklive.com/lpkfreelance2/copyrightpolicy.pdf (“Copyright Policy”) which are incorporated herein by reference and made a part hereof as if fully set forth herein (collectively, the “Agreements”). If you do not agree to, or cannot comply with, any of the terms in the Agreements, then please do not use the Site. Nothing in the Agreements shall be deemed to confer any third-party rights or benefits.

Amendments

LPK reserves the right at any time to change the Site, including eliminating or discontinuing any content on, or feature of, the Site. In addition, LPK reserves the right, in its sole discretion, to update or revise the Agreements. Although, we may attempt to notify you when major changes are made to the Agreements, you should periodically review the most up-to-date version. Your continued use of the Site constitutes your consent to such changes. Additionally, by submitting information or queries to the Site’s online forms and search fields, you reiterate your agreement to abide by the Agreements. You also understand and agree that if you use the Site after the date on which the Agreements have been changed, LPK will treat your use as acceptance of the updated Agreements.

Relationship of the Parties

The Site is simply a portal which provides you with the convenience of entering, accessing and updating your Freelancer Details as hereinafter defined. The relationship between LPK and you is that of LPK as Licensor and You as Licensee. You will not represent that you have any authority to assume or create any obligation, express or implied, on behalf of LPK, nor to represent LPK as agent, employee, franchisee, or in any other capacity.

Access to the Site

LPK maintains the Site as a service to you, only if and where you: (a) have been expressly authorized by LPK to access the Site and the user name and password chosen by you to facilitate access to the Site have been accepted and approved by LPK (“Login Information”); (b) use only the approved user name and password to access the Site; (c) provide current, complete, true and accurate information as required by LPK; (d) execute the LPK Freelance Agreement within a reasonable period of time upon receipt; and (e) comply with the Agreements. If you meet the aforementioned requirements, you shall be treated as an authorized user (“Authorized User”). You are not permitted to share the Login Information with any other person or entity. You are responsible for maintaining the confidentiality of the approved Login Information and shall be responsible and liable for all uses via the assigned Login Information, whether such use is authorized or not. LPK reserves the right to revoke or refuse to grant access to the Site, or to impose limitations and restrictions on your access (including temporal) and to revoke or cancel your designation as an Authorized User at any time and in its sole discretion, without notice to you. You may not assign any of your rights or delegate any of your obligations with respect to, or in connection with, your status as an Authorized User without the prior written consent of LPK. You authorize LPK, directly or through third parties, to make any inquiries we consider necessary to validate your identity. This may include asking you for further

information, requiring you to take steps to confirm ownership of your email address or financial instruments, and verifying your information against third-party databases or through other sources.

Limited License

LPK hereby grants you a non-exclusive, nontransferable, revocable, limited license to use the Site, only for the purpose of entering, accessing and updating your Freelancer Details as hereinafter defined. You do not have any rights whatsoever to enter, access, or update the Freelancer Details of anyone else or to access or obtain Team Planning Group Comments about you or any other Freelancer. For purposes of the Agreements, the term “Freelancer Details” means information reasonably requested by LPK from you, including but not limited to, your Login Information; area of specialty; availability to work e.g. late nights, days of the week, hours per week; minimum rate; maximum rate; software skills; phone number; cell phone number; email address; website URL; office address; company; referring person; languages spoken, brand/category experience; clients; non-compete agreements; and names of former employers.

Legal Capacity and Minors

The Site is not intended for use by anyone unable to legally form binding contracts. If you are not able to legally form binding contracts, you may not use the Site. Pursuant to 47 U.S.C. §230(d), as amended, LPK hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the internet by searching for “parental control protection.”

Intellectual Property

The images, graphics, portfolios, the collection, arrangement, and assembly of all content on the Site, together with the organization, design, text, software (including the underlying source and object codes), digital conversion routines and other materials are the sole property of LPK or licensed to it and are protected under applicable patent, copyright, trademark, trade dress, rights of publicity and other property rights (“LPK IP”). The LPK IP is subject to copyright as a “collective work” under the United States Copyright Act, as amended. Except as explicitly permitted by LPK, you may not copy, modify, reproduce, republish, upload, post, display, perform, transmit, broadcast, distribute or otherwise use LPK IP available on or through the Site. Nothing contained in the Agreements shall purport to convey any ownership or other rights to you with respect to LPK IP.

Third Party Sites or Services

The Site may integrate with other services provided by third parties, or the Site may link you to other sites on the internet (“Linked Sites”). The Linked Sites are not under LPK’s control, and LPK is not responsible for the contents of any Linked Sites, including, without limitation, the accuracy, copyright compliance, legality, or decency of the Linked Sites or any links contained therein. The Linked Sites are provided for your convenience, and do not imply endorsement of the Linked Sites by LPK or any association with its operators. The Linked Sites’ terms of use, rules, policies (including privacy policies) and operating procedures will apply to you while on such sites. LPK is not responsible for information provided by you, or to you, by or to, any such Linked Sites. The Linked Sites and LPK are independent and neither party has the authority to make any representations or commitments on behalf of the other. Accordingly, we strongly urge you to read the terms and conditions and privacy policies of each of the Linked Sites.

LPK Marks

LPK, its logo, and all related design marks and slogans (“LPK Marks”) are the trademarks of LPK, its subsidiaries or affiliates. You are not authorized to use any LPK Marks in any advertising, publicity or any other commercial manner without the prior written consent of LPK.

Your Representations and Warranties:

You represent and warrant that you have: (1) the financial capability to perform your obligations hereunder; (2) all requisite legal and corporate power to execute the Agreements; (3) taken all corporate action necessary for the authorization, execution and deliver of the Agreements; (4) no agreement or understanding with any third party that interferes with or will interfere with the performance of your obligations under this Agreement; and (5) obtained and will maintain all rights, approvals, and consents necessary to perform your obligations and to acquire or grant rights and licenses referenced in the Agreements.

Your Covenants:

You covenant as follows: (1) You shall not access or use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other Authorized User's access or use of the Site; (2) You shall not seek to obtain any materials or information through the Site by any means that are not intentionally made available or provided for through the Site; (3) You shall not use or launch any automated system, including without limitation, "robots," "spiders," "scripts," "webcrawlers," or "offline readers," that access the Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period using a conventional online web browser or that retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents; (4) You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communications systems provided on the Site (e.g. comments, email) for any commercial solicitation purposes; (5) You shall not post or submit any incomplete, false or inaccurate information to the Site; (6) Except as expressly authorized, you shall not delete or revise any material posted or submitted by any other person or entity; (7) You shall not post, submit, or send messages that are inappropriate, unlawful, threatening, obscene, vulgar, pornographic, profane, indecent, defamatory, libelous, abusive, or a violation of the legal rights (including without limitation, privacy and publicity) of others; (8) You shall not violate the copyright, patent, trademark, or other intellectual property rights of any other person or entity; (9) You shall not upload any files containing viruses, Trojans, worms, defects, date bombs, time bombs, corrupted files, or any other item that may be harmful to the operation of another's computer; (10) You shall not modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site; (11) You shall not "frame" or "mirror" any part of the Site without LPK's prior written consent; (12) You shall not improperly assume or claim the identity, characteristics, or qualifications of another person or use or access anything with Login Information other than the one assigned to you. You shall not use an anonymizing proxy; (13) You shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any content submitted through the service; (14) You shall not conduct or forward surveys, contests, pyramid schemes or chain letters. Except as otherwise specifically permitted, you shall not use the Site, name, trademarks, or other intellectual property of LPK in conjunction with sending of unsolicited email, or cause to be used LPK's equipment, network connectivity or other resources to originate, deliver, relay or otherwise transmit unsolicited email messages; (15) You shall not attempt to gain access to any portion of this Site, any computer, server, account, network, software, or hardware associated with this Site, from which you are restricted; and (16) You shall not violate any applicable state, federal, or local, statutes, rules, regulations or ordinances in connection with your use or access of the Site.

Communications Services

The Site may contain communications services, such as email. If LPK makes such communications services available to you, you agree to use said communications services only if it is relevant to the intended subject matter of the Site. LPK is not obligated to monitor the communications services, if made available on the Site. However, LPK may, in its sole discretion, edit, decline to transmit, or remove any information, materials or any portion thereof. Any information or materials that you post or acquire through the communications services on the Site may not be private communications, and you acknowledge that these may be read by others without your knowledge. Because LPK does not endorse or control the content found in these services, LPK MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL LIABILITY WITH REGARD TO THE ACCURACY OR RELIABILITY OF ANY SUCH CONTENT.

Notification and Procedure for Making Claims of Copyright Infringement

It is LPK's intent to respond to notices of alleged copyright infringement that comply with applicable intellectual property law (including, in the United States, the Digital Millennium Copyright Act). If you believe any of the information found on the Site constitutes copyright infringement, please notify LPK immediately. In compliance with Title 17, United States Code, Section 512(c)(2), LPK has designated a Copyright Agent to receive any such notification. The complete details of providing such notice to LPK's Copyright Agent are located at www.lpklive.com/lpkfreelance2/copyrightpolicy.pdf.

License to LPK

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Endorsements

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LPK DOES NOT WARRANT THAT (1) YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE OR WITHOUT COMPROMISE OF THE SECURITY SYSTEMS RELATED TO THE SITE, (2) THAT DEFECTS WILL BE CORRECTED, (3) THAT THE SITE, THE MATERIALS, OR THE SERVER(S) ON WHICH THE SITE IS HOSTED OR EMAILS SENT FROM THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND (4) THAT THE SITE OR CONTENT WILL MEET YOUR REQUIREMENTS OR WILL MEET YOUR EXPECTATIONS OR NEEDS.

YOUR USE OF THIS SITE IS SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES; THESE EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL LPK BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA WHETHER BROUGHT IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR CONNECTED WITH THE SITE OR THE USE, RELIANCE UPON, OR PERFORMANCE OF ANY MATERIAL CONTAINED IN OR ACCESSED FROM THE SITE.

THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY ACTION IS NECESSARY TO ENFORCE OR INTERPRET THE TERMS OF THIS AGREEMENT, LPK, IF DETERMINED TO BE THE PREVAILING PARTY IN ACCORDANCE WITH APPLICABLE CASE LAW IN OHIO, SHALL BE ENTITLED TO REASONABLE ATTORNEYS' FEES, COSTS AND NECESSARY DISBURSEMENTS FROM YOU IN ADDITION TO ANY OTHER RELIEF TO WHICH LPK SHALL BE ENTITLED.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR THE ASSOCIATED SERVICES, YOUR SOLE REMEDY IS TO CEASE USING THEM.

THE SITE IS OPERATED FROM A LOCATION IN THE STATE OF OHIO, UNITED STATES OF AMERICA. WE MAKE NO REPRESENTATION THAT MATERIALS FOUND AT OUR SITE ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. IF YOU ACCESS OUR SITE FROM OTHER LOCATIONS, YOU ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS.

A PRINTED VERSION OF THIS AGREEMENT AND OF ANY NOTICE GIVEN IN ELECTRONIC FORM SHALL BE ADMISSIBLE IN JUDICIAL OR ADMINISTRATIVE PROCEEDINGS CONCERNING THIS AGREEMENT.

Indemnity

You agree to defend, indemnify, and hold harmless LPK and its employees, agents, directors, officers, and shareholders from and against all liabilities, claims, costs, damages, and expenses (including without limitation reasonable attorneys' fees and costs) arising out of your access or use of the Site, the services available thereon, your breach or alleged breach of the Agreements, your activities in connection with the Site, and your breach or alleged breach of the intellectual property or proprietary or other rights of third parties.

Termination

LPK reserves the right to terminate your license or access to any part or the entire Site at any time without notice for any reason whatsoever.

Miscellaneous

You agree that: (1) the Site shall be deemed solely based in Ohio; and (2) the Site shall be deemed a passive Site that does not give rise to personal jurisdiction over LPK, either specific or general, in jurisdictions other than in Hamilton County, Ohio. The Agreements shall be governed by the substantive laws of the State of Ohio without regard to its conflict of laws principles. You may not assign the Agreements without prior written consent of LPK. LPK reserves the right to transfer or assign the Agreements or any right or obligation under the Agreements at any time. Any claim or dispute between you and LPK that arises in whole or in part from the Site shall be decided exclusively by a court of competent jurisdiction located in Hamilton County, Ohio. The Agreements shall constitute the entire agreement between you and LPK concerning the Site. If any provision of the Agreements is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreements, which shall remain in full force and effect. No waiver of any term of the Agreements shall be deemed a further or continuing waiver of such term or any other term, and LPK's failure to assert any right or provision under the Agreements shall not constitute a waiver of such right or provision. **YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

Counsel

Although, LPK has attempted to outline the terms on which you may access or use the Site in plain English, please be aware that the Agreements, if accepted by you, create a binding legal agreement between LPK and you. We strongly urge that, before accepting the Agreements, you print a copy and review it with your attorney, manager and other representatives.