

WEBSITE TERMS OF USE

Welcome to The Compliance Group and our AccuCompliance compliance solutions!

The following terms and conditions (the "Terms and Conditions") cover the websites, www.ComplianceGroup.com and www.AccuCompliance.com ("Sites"), which are owned and operated by The Compliance Group, Inc. ("TCG"), and any associated content including email, user submissions, automatic notifications, online consultative services, and stored account information (collectively "the Sites"). As used herein, "you" or "User" means any user or visitor of the Site who is deemed to have read, understood, and agreed to these Terms and Conditions, and "we" or "us" refers to TCG.

YOU ACKNOWLEDGE THAT BY USING THE SITES YOU AGREE TO AND ACCEPT THE TERMS AND CONDITIONS AND ACKNOWLEDGE THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

Please read these Terms and Conditions carefully before proceeding to access the Sites. If you do not agree with any of the terms and conditions listed here, discontinue use of the Sites immediately. Failure to discontinue use of the Sites will manifest agreement to these Terms and Conditions. If you have any questions about these Terms and Conditions, please contact us.

Description of Sites

TCG, through the Sites, helps companies secure specific governmental licenses, registrations and authorizations and comply with ongoing regulatory and corporate filing obligations imposed by specific Governmental Agencies ("Agencies"). The Sites assist with the collection of information required to prepare specific applications and compliance filings ("documents") required by the Agencies. TCG uses information provided by you to complete the applicable documents.

DISCLAIMER OF LEGAL ADVICE OR ESTABLISHMENT OF ATTORNEY-CLIENT PRIVILEGE. The Sites may include publicly available information on commonly encountered legal and regulatory issues. This information is intended to provide a general overview of the applicable rules and is to be used solely for informational purposes in the preparation of documents. Users who have questions about information available on the Sites, and how it applies to a specific telecommunication service offering, should consult a lawyer before completing a regulatory filing.

Not a Substitute for Legal Advice

The information contained on the Sites is not legal advice and is not guaranteed to be correct, complete or up to date. TCG, through AccuCompliance, offers only guidance to help you navigate through applicable rules for the sole and express purpose of collecting information needed to prepare documents on your behalf. TCG is not a law firm and neither TCG nor any of its employees provide legal or professional services or advice. Information provided via the Sites is no substitute

for legal advice from a licensed attorney. ***No confidential attorney-client relationship is formed through the use of this Sites.***

- Services offered through the Sites may not be appropriate for all companies. Therefore, if you need legal advice for a specific issue, please ***consult an attorney.***
- Because laws, regulations and policies can change rapidly, we cannot guarantee that all information on the Sites is completely current. The law varies from jurisdiction to jurisdiction and may be subject to interpretation by different courts or regulatory agencies. Independently verify the laws applicable to your company and service offerings before securing a license or subscribing to compliance services. Consult an attorney if you are unsure of the laws and regulations applicable to you company.

Lawful Use of the Sites

Your access to and use of the Sites is subject to all applicable international, federal, state and local laws and regulations. You acknowledge that unauthorized use of the Sites may violate telecommunications, copyright, trademark, privacy, publicity, and other applicable laws, and that TCG will be held harmless for any unauthorized use of this Sites.

Security and Reliance on Passwords

When you open an account to use or access certain portions of the Sites, you must provide complete and accurate information as requested by TCG on registration forms or other data requests. You will also be asked to provide a username and password. ***You are entirely responsible for maintaining the confidentiality of your password.*** You may not use a third party's account, username, or password at any time. You agree to notify TCG immediately of any unauthorized use of your account, username, or password. TCG shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by TCG, our affiliates, officers, directors, employees, consultants, agents and representatives, due to someone else's use of your account or password.

TCG may act in reliance upon any instruction, information, document, filing, name, email address or user password that meets this Site's automated criteria or which is reasonably believed by TCG to be genuine. For any password-protected areas, TCG may assume a person entering a username and associated password is, in fact, that user or is authorized by that user to act on its behalf. TCG may assume the latest email addresses and registration information on file with TCG are accurate and current. User bears the sole responsibility to ensure that all user data and information on file with TCG is accurate and current and is responsible for updating or providing changes to such information.

Submission of Information

By submitting information through the Sites and agreeing to the Terms and Conditions of the Sites, you agree that all information contained in documents prepared by TCG via AccuCompliance is truthful and accurate at the time of submission. TCG staff does not review, approve, proofread, or verify the information submitted through the Sites for legal sufficiency unless specified with regards to a specific service offering.

You may be asked to provide personal information in a questionnaire, application, form, or similar document or service in connection with the use of certain TCG services. By using the Sites, you grant

TCG a worldwide, royalty-free, nonexclusive, and fully sub-licensable license to use, distribute, reproduce, modify, publish and translate this personal information solely for the purpose of enabling your use of the applicable service. You may revoke this license and terminate TCG's rights at any time by removing your personal information from the applicable service.

Electronic Signatures and Contracts

Your use of the Sites includes the ability to enter into agreements and/or to make transactions electronically.

YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY, AND TO PAY FOR, SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

On occasion, TCG will be required to enter your name on web-based filing applications as an electronic signature. You, as the preparer of the form, agree that this electronic signature is as valid as a non-electronic signature and that all information submitted on your behalf is truthful and correct to the best of your knowledge. TCG staff may also contact you, or use information from its internal records, to complete ancillary forms necessary to submit a form to a governmental agency (including, but not limited to, securing a registered agent).

Use of Legal Forms

On our Sites, TCG offers for sale self-help "fill in the blank" forms, manuals, and related regulatory information. You understand that your purchase and use of this material is neither legal advice nor the practice of law, and that each form and any applicable instructions or guidance is not customized to your particular needs.

Third Party Links

The Sites may provide links or references to other Sites. We make no representations, warranties or assurances as to any information in such Sites, have no responsibility for their content and shall not be liable for any damages or injury arising from that content. We disclaim any opinions expressed on such Sites. Any links to other sites are provided for your convenience and the inclusion of such links does not imply that we have reviewed them or that we endorse the content of such sites. Please be aware that when you exit our Sites, you are subject to the policies of the new Sites.

License/Resale of Material Prohibited

Except as expressly provided otherwise herein, we grant you a personal, limited, revocable, non-transferable and non-exclusive license to display on your computer, print, download and use, all information, material and content, including any text, photographs, illustrations, audio, video, illustrations, software programs and other such content that is made available to you on or through the Sites ("Content"), solely for your own personal, informational, non-commercial use, provided that:

1. You do not (and do not allow any third party to) modify or create a derivative work of any such Content; and

2. You include with and display on each copy of such Content the associated copyright notice. No other use is permitted.

Without limiting the generality of the foregoing, you may not:

1. Include such Content in or with any product or service that you create or distribute;
2. Include such Content on another Internet Web site;
3. Modify, copy, distribute transmit, display, publish, sell, license, or exploit for any commercial purposes any portion of the Sites, use of the Sites, or access to the Sites; or
4. Establish hyperlinks to any page other than the home page of the Sites or create any frame containing any portion of the Sites, on any other Web site or text document with hyperlink capabilities. Further, you may not direct any other person to do any of the foregoing. You agree not to access the Sites by any means other than through a commercially available Web browser.

We grant you a personal, limited, revocable, nontransferable and nonexclusive right to create a hyperlink to the home pages of the Sites so long as:

1. The link or your linking Web site does not portray us or any of our products or services in a false, misleading, derogatory, or otherwise offensive matter;
2. Your linking Web site complies with all applicable laws and does not otherwise violate these Terms and Conditions or the rights of others; and
3. Your Web site has, maintains and follows a privacy policy no less protective of user data than the privacy policy of the applicable Sites. You may not use any of our logos or other proprietary graphic or trademarks as part of the link without our express written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove such hyperlink.

By subscribing to TCG services or using AccuCompliance, you agree that any forms, manuals, handbooks, guides, or similar material downloaded from the Sites may only be used by an authorized user for personal or business use and may not be sold or redistributed without the express written consent of TCG.

Intellectual Property Rights

The trademarks, logos and service marks ("Marks") displayed on the Sites are the property of TCG and other parties. Users are prohibited from using any Marks for any purpose including, but not limited to, use as metatags on other pages or Sites on the World Wide Web without the written permission of TCG or such third party which may own the Marks.

All Content is protected by copyright and is the property of TCG and other parties. Users may only use the Sites and Content to the extent permitted under these Terms and Conditions and are prohibited from modifying, creating derivative works of, copying, distributing, transmitting, displaying, publishing, selling or licensing any Content available on or through the Sites for commercial, public or any other purposes. This includes all publicly available information to the extent protected by copyright or trademark law.

System Security

Although we cannot make an absolute guarantee of system security, TCG takes reasonable steps to maintain security. If you have reason to believe system security has been breached, contact technical support immediately by calling 1-703-714-1302.

All users of this Sites agree to abide by the following rules of conduct in addition to other requirements set forth herein:

1. You must be 18 years of age or older to register with or use the Sites.
2. Only those who have registered as members or registered users may access the registration-required portions of the Sites.
3. You agree to protect your account by establishing and securing a password. If you have reason to believe your password has been compromised or there has been any unauthorized use of your account, you agree to notify us immediately. TCG will not be responsible for any losses that you incur as a result of someone else's use of your account or password, either with or without your knowledge.
4. You agree not to copy, modify, distribute, download, display, post, publish, license, create derivative works of or otherwise transmit information contained on the Sites except (i) to and through the Sites to regulatory agencies to the extent expressly permitted hereunder, and (ii) to other member of a company lawfully entitled to access such information.
5. You agree not to use the Sites to solicit or advertise any commercial product or activity.
6. You agree not to upload, store, process, post, transmit, distribute, publish or otherwise submit to or through the Sites any information which:
 - a) Restricts or inhibits any other user from using the Sites or contains a virus or other harmful component.
 - b) Violates any local, state, Federal or International laws or gives rise to civil liability.
 - c) Violates or infringes any rights of third parties (including, but not limited to, copyright, trademark, rights of privacy or publicity, such as defamation or any other proprietary right).
 - d) Violates these Terms and Conditions or is not otherwise appropriate or pertinent to the purpose of the Sites.
 - e) Imposes an unreasonable or disproportionately large load on the Sites or otherwise interferes with the Sites.
7. You agree not to use any Marks of TCG, affiliates, agencies or any third party for any purpose including, without limitation, to use as metatags on the Sites or on other pages or Sites on the World Wide Web without the written permission of TCG, and, if applicable, the third party that owns the Marks.
8. You agree not to use the Sites for any unlawful purpose or activity including, without limitation:
 - a) Chain letters, junk mail, spamming or similar activities.

- b) "Spoofing" (i.e., using any means to disguise your online identity or alter original attribute information when sending e-mails or posting messages to the Sites or impersonating TCG, another User or the Sites Moderator).
- c) Using or possessing programs to "crack" passwords or other Internet security tools.
- d) Attempting to circumvent established Internet security measures.
- e) Posting or transmitting any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.

Violations of Terms and Conditions

You are solely responsible for the accuracy of all information (including the content and other information contained therein) you transmit or prepare using the Sites. Should you fail to conform with these Terms and Conditions, we reserve the right to reject or remove any material that does not (in our sole judgment) comply with these Terms and Conditions, revoke access and use privileges and/or ban you from accessing the Sites at our sole discretion.

Payment Methods

TCG accepts PayPal and most major credit cards as the sole forms of payment. TCG may obtain a pre-approval from the credit card company for an amount up to the amount of the order. Billing to your credit card account occurs at the time of purchase (as applicable) or shortly thereafter. You are responsible for all credit card transaction and processing fees. Please ensure all data is correct, as transactions may be declined for failure to provide all necessary credit card verification data.

Sales Tax

Transactions may include sales tax based on the bill-to address and the sales tax rate in effect at the time your transaction is completed. We will only charge tax in states where digital goods are taxable. No customers are eligible for tax exemptions for transactions made through the Sites.

All Sales are Final

All sales are final: Payment for the services offered through the Sites is made upon submission of your credit card information and payment authorization, and TCG will not refund amounts paid once such credit card information is submitted and User approves payment. To the extent a User seeks a refund of government-mandated licensing fees and other government-mandated fees which have already been submitted to the applicable government agency by TCG on a User's behalf, the User must contact that agency directly. For subscription-based compliance services, you may terminate a subscription account prospectively by non-renewal of a compliance subscription. There will be no retroactive or prorated refunds for subscription-based services, except as provided for herein. For regulatory resource material and all other services offered by TCG, directly or via AccuCompliance, all sales are final once TCG receives payment for services.

Termination

TCG reserves the right to refuse service to anyone and to cancel user access at any time. You agree that your participation in the Sites is voluntary, personal and non-transferable. TCG shall not be liable to you or any third party for termination of the Sites. Any fees paid prior to such termination shall be non-refundable, except government-mandated license filing fees which may be refunded as

provided above. Any provision of these Terms and Conditions that by their nature and understanding survive termination of these Terms and Conditions shall survive.

Limitation of Liability

LIMITATION OF LIABILITY FOR USE OF THE SITES AND LINKED SITES: The information, software, products, and descriptions of services published on the Sites or a linked Site may include inaccuracies or typographical errors, and TCG specifically disclaims any liability for such inaccuracies or errors. TCG does not warrant or represent that the content on the Sites is complete or up-to-date. TCG is under no obligation to update any content on the Sites. TCG may change the content on the Sites at any time without notice. TCG may make improvements or changes to the Sites at any time.

You agree that TCG, its affiliates and agencies and any of their respective officers, directors, employees, consultants, or agents will not be liable, whether in contract, tort, strict liability or otherwise, for any indirect, punitive, special, consequential, incidental or indirect damages (including, without limitation, lost profits, cost of procuring substitute service or lost opportunity) arising out of, or in connection with, the use of the Sites or a linked Site, or with the delay or inability to use the Sites or a linked Site, even if TCG is made aware of the possibility of such damages. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your Internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. TCG cannot and does not guarantee continuous, uninterrupted or secure access to the Sites.

NO WARRANTIES. All content, products and third-party services on the Sites, or obtained from a linked Sites, are provided to you "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. Neither TCG nor its affiliates endorse or are responsible for (a) the accuracy or reliability of any opinion, advice or statement made through the Sites, (b) any content provided on the Sites and any linked Sites and/or (c) the capabilities or reliability of any product or service obtained from the Sites or linked Sites.

Other than as required under applicable consumer protection law, under no circumstance will TCG, its affiliates or agencies be liable for any loss or damage caused by your reliance on information obtained through the Sites or linked Sites, or your reliance on any product or service obtained from the Sites or linked Sites. It is your responsibility to evaluate the accuracy, completeness or usefulness of the information or any other content available through the Sites or obtained from linked Sites. Please seek the advice of an attorney, as appropriate, regarding the evaluation of the information or any other content on the Sites.

LIMITATION OF LIABILITY FOR GOODS AND SERVICES ARRANGED THROUGH THE SITES. Any and all claims regarding any failure or breach with respect to goods and services offered through the Sites are limited to claims against any and all such providers of goods and services. TCG, its owners, affiliates and agencies hereby disclaim any liability, whether based on contract, tort, strict liability or otherwise, including without limitation liability for any direct, punitive, special, consequential, incidental or indirect damages, in connection with the goods or services provided by any carrier or other supplier through the Sites, including, without limitation, liability for any act, error, omission, injury, loss, accident, delay or irregularity which may be incurred through the fault, negligent or

otherwise, of such carrier or supplier and you hereby exonerate TCG, its parent company, affiliates and agencies from any liability with respect to the same.

INDEMNIFICATION. You agree to indemnify and hold TCG, its agencies, subsidiaries, affiliates, directors, officers, consultants and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or arising out of, your use of the Site, the violation of these Terms and Conditions by you, or the infringement by you, or other user of the Site using your computer and/or password, of any intellectual property or other right of any person or entity.

Governing Law

The Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its conflict of law provisions. You and TCG agree to submit to the exclusive jurisdiction of the courts of Virginia in the County of Fairfax. If any provision(s) of the Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

TCG's failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. You acknowledge and agree that you will not seek to litigate any claims against TCG or affiliates on a class action or representative party-basis and that you shall pursue such claims solely on an individual basis. You and TCG agree that any cause of action arising out of, or related to, the Sites must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the Terms and Conditions are solely used for the convenience of the parties and have no legal or contractual significance.

Modifications to Site's Terms and Conditions

Content and information contained on the Sites may change from time to time. We reserve the right to modify or discontinue the Sites or products and services offered through the Sites with or without notice to you. TCG will notify any subscriber that has a registration or license pending or a subscription to compliance services if a service is discontinued; however, TCG shall not be liable to you or any third party should we exercise this right to modify or discontinue services offered through the Sites. If TCG modifies or discontinues services offered through the Sites, TCG will refund payment for any unfiled applications or incomplete services; however, TCG will not be responsible for completing applications or continuing ongoing compliance services once notice of termination or discontinuance has been issued.

Force Majeure

TCG shall not be liable for any failure or delay in performing an obligation or service under these Terms and Conditions that is due to causes beyond its reasonable control, such as natural catastrophes (generally all and specifically hurricanes), governmental acts or omission, laws or regulations, labor strikes or difficulties, computer viruses, war, domestic or international acts of terrorism, transportation stoppages or slowdowns or the inability to procure content, information, service, carriers, product, software, or demonstrations that flow from Force Majeure events. If any of these causes continue to prevent or delay performance for more than 180 days, you may

terminate these Terms and Conditions or any subscriptions purchased hereunder, effective immediately, upon notice to TCG.

Export Control Laws

The export and re-export of Services, ASP Applications, and Materials of the Sites are controlled by the export laws and regulations of the United States, as they may be amended from time to time. Accordingly, by virtue of our engagement you certify that you are aware of, and will comply with, all applicable export rules and regulations, including the responsibility to obtain a license for the export or re-export of the Services, ASP Applications, and Materials to any destination requiring such a license. In addition, the Services, ASP Applications, and Materials may not be exported or re-exported to ***Cuba, Iran, Iraq, Libya, Sudan, the Taliban-controlled regions of Afghanistan*** or to any other country to which the United States prohibits the export of goods, technology or services, or to nationals of those countries, wherever located. Moreover, neither the Software nor Materials may be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals maintained by the U.S. government. By downloading or accessing Software, ASP Applications and/or Materials you are certifying that you are not a national of one of the above-listed countries or of any other country to which the United States embargoes goods, services or technology and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

Additional Terms

Some TCG services may be subject to additional posted guidelines, rules or terms of service ("Additional Terms") and your use of such services will be conditioned on your agreement to the Additional Terms. If there is any conflict between these Terms and Conditions and the Additional Terms, the Additional Terms will control for that service, unless the Additional Terms expressly state that these Terms and Conditions will control. Any reference to "Terms and Conditions" shall incorporate by reference the Additional Terms, as applicable.

Miscellaneous

Entire Agreement. These Terms and Conditions, along with any Additional Terms, is the entire and exclusive agreement between the parties, and it supersedes all previous communications, representations or agreements, either oral or written, between them with respect to this subject matter. No representations or statements of any kind made by us, which are not included in these Terms and Conditions and Additional Terms, shall be binding on us.

Amendments. You may not modify or amend these Terms and Conditions in whole or in part without the prior written consent of TCG. We may replace or amend these Terms and Conditions from time to time by posting new terms of service on the Sites. Please check the terms of service periodically for changes. Your subsequent use of the Sites, or any content, products, services or materials provided through the Sites, will be subject in all respects to the terms of service in force at the time of such subsequent use. Your continued use of the Sites constitutes an affirmative: (1) acknowledgment by you of the Terms and Conditions and any modifications thereof and (2) your agreement to abide and be bound by the Terms and Conditions as modified.

Severability. If any provision of these Terms and Conditions and/or Additional Terms is determined to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while

preserving its original intent. The invalidity of any part of these Terms and Conditions or Additional Terms shall not render invalid the remainder of the Terms and Conditions or Additional Terms.

Successors. This Agreement shall inure to our benefit. We may assign our rights and duties under this Agreement to any party at any time without notice to you.