

## Website Terms and Conditions

### ACCEPTANCE

Thank you for visiting the non-registration portions of this website (such non-registration portions are the “**Website**”). The Website is offered to you by MD Buyline, Inc., a Texas corporation (“**MDB**”), conditioned on your acceptance, without modification, of the following terms, conditions, and notices (these “**Website Terms**”). Your use of the Website (including your browsing of any of the web pages on the Website) constitutes your agreement to be bound by these Website Terms.

MDB reserves the right, in MDB’s sole discretion, to change, modify, add, or remove portions of these Website Terms at any time without notice to you. You should read these Website Terms periodically for changes. If you use the Website after MDB posts changes to these Website Terms, you are deemed to have accepted the changed Website Terms. These Website Terms were last changed on August 19<sup>th</sup>, 2010.

NOTE: These Website Terms do not apply to any portion of MDB’s website that requires you to register for their access or use; your access to, or use of, any such portion of MDB’s website shall be governed by (i) terms, conditions, and notices specifically applicable to such portions and (ii) your Membership Agreement with MDB.

### DEFINITION OF “YOU” AND “YOUR”

References to “you” or “your” (or any grammatical variations of such words) in these Website Terms mean your business, which is either you in your individual capacity to the extent you conduct business operations or the legal entity through which your business operates, such as a corporation, limited liability company, partnership, or other type of legal entity.

### PRIVACY

MDB’s [Privacy Policy](#) is incorporated into, and made a part of, these Website Terms.

### LIMITED LICENSE

Ownership. The Website and all information, images, graphics, data, text, files, links, software, messages, communications, content, organization, designs, structures, compilations, libraries, magnetic translations, digital conversions, and other matters related to the Website (collectively the “*Website Content*”) are the exclusive property of, and exclusively owned by, MDB and MDB’s licensors and are protected under applicable copyright, trademark, trade secret, and other proprietary and confidentiality rights laws and regulations. Except as specifically allowed in these Website Terms, the copying, redistribution, use, or publication by you of the Website Content is strictly prohibited. You do not acquire any ownership rights to any Website Content through your access to, or use of, the Website, and you possess only those rights expressly granted to you in these Website Terms.

Limited Right to Use. MDB grants, and you accept, a limited, non-exclusive, non-transferable, and revocable license to use the Website Content solely for your own personal or internal business use (and never in a multi-

level marketing capacity or managed services environment). You may not use the Website Content for any other purpose. Further, you may not reproduce, republish, distribute, assign, sublicense, sell, or prepare derivative works of the Website Content. All rights in and to the Website Content not expressly granted in this paragraph remain in MDB and MDB's licensors.

## **PRICING AND PAYMENT**

You agree to promptly pay all amounts for your use of the Website in accordance with the applicable terms and conditions of the Website. All past due amounts owed by Subscriber under this Agreement will bear interest, until paid in full, at the rate of the lesser of (i) 1% per month or (ii) the maximum rate allowed by law.

## **CONDUCT / CONTENT**

Use. You agree to use the Website only for the Website's intended purpose. In this connection, you agree that when using the Website, you will not:

- Modify, decompile, reverse engineer, recreate, disassemble, or otherwise attempt to determine the makeup or source code of the Website or make any unauthorized changes to the Website;
- Embarrass, defame, slander, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, transmit, copy, reproduce, e-mail, post, upload, distribute, or disseminate (or use the Website to do any of the foregoing with respect to) any inappropriate, profane, defamatory, infringing, obscene, indecent, hateful, or unlawful topic, name, material, or information;
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, unsolicited e-mail, or any advertising, promotional, or unauthorized communication;
- Falsify or delete any author attributions, legal, or other proper notices or proprietary designations or labels of the origin or source of software, or other material contained in a file that is uploaded;
- Impersonate another person or entity or use any fake name or identity;
- Allow any other person or entity to use your identification for posting or viewing comments;
- Restrict or inhibit any other user from using and enjoying the Website;

- Violate any code of conduct or other guidelines that may be applicable to the Website;
- Harvest or otherwise collect information about others, without their prior, express, and written consent; or
- Violate any applicable laws, rules, or regulations or rights, including intellectual property, privacy, or publicity rights.

Submissions. By posting, uploading, inputting, providing, or submitting information or materials to the Website (the “Submissions”), you are granting MDB and MDB’s affiliated companies irrevocable permission (including a worldwide, transferable, perpetual, royalty-free, fully paid-up license) to use your Submissions, subject to the terms and conditions of the Privacy Policy.

No compensation will be paid with respect to the use of your Submissions. By posting, uploading, inputting, providing, or submitting your Submissions, you represent and warrant that you own or otherwise control all of the rights to your Submissions as described in these Website Terms, including all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

Monitoring. MDB has no obligation to monitor the Submissions or any other aspect of the Website. However, MDB reserves the right to review the Submissions and to refuse to post and remove any Submission or such other materials in MDB’s sole discretion (regardless of the reason). MDB assumes no liability relating to MDB’s monitoring or removal acts or omissions. MDB does not guarantee the accuracy, integrity, or quality of any Submissions or other user content or that the Website will be entirely free of illegal, offensive, or otherwise inappropriate material or that users of the Website will not encounter inappropriate or illegal conduct from others.

#### User Representations

You represent and warrant the following:

- (i) you are at least 18 years of age, (ii) your use of the Website is legal in, and does not violate any laws or rules of, the jurisdiction(s) in which you reside or from which you use or otherwise access the Website, (iii) you possess the legal right and ability to enter into these Website Terms and to use the Website in accordance with these Website Terms, (iv) your use of the Website shall be in accordance with these Website Terms, and (v) your use of the Website shall be in accordance with all applicable laws and regulations;
- You will not (i) use the Website in any manner that could damage, disable, overload, or impair the Website or interfere with any other party’s use and enjoyment of the Website, (ii) obtain, or attempt to obtain, any materials, information, or other content through any means not intentionally made available or provided for through the Website, or (iii) circumvent, or attempt to circumvent, any security feature of the Website; and
- You have all necessary right and authority to submit the Submissions to MDB.

#### **SUSPENSION / TERMINATION OF ACCESS**

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MDB reserves the right to suspend or terminate your access to the Website at any time (for any reason or for no reason). In particular, and without limitation, MDB may suspend or terminate your access to the Website upon your non-compliance with these Website Terms or if you violate MDB's rights or the rights of any other party.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold MDB and MDB's owners, partners, shareholders, members, managers, directors, officers, employees, agents, information providers, suppliers, agents, and attorneys harmless from any and all liabilities, losses, claims, and expenses, including reasonable attorney's fees, related to (i) your failure to comply with any of these Website Terms, (ii) your use of the Website (including third party claims relating to your Submissions or information or content downloaded by you from the Website), and (iii) all use of, and activities that occur under, your account and other identification information and any actions that take place through your access to the Website (whether conducted by you or another). MDB has no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these Website Terms or the Website or your use of the Website.

## **DISCLAIMERS**

THE INFORMATION, CONTENT, AND SERVICES PROVIDED BY MDB THROUGH THE WEBSITE (INCLUDING THE WEBSITE CONTENT) ARE PROVIDED "AS IS," "WHERE IS," AND WITHOUT WARRANTY. MDB DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. MDB DOES NOT WARRANT THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. MDB DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM USE OF THE WEBSITE. IN NO EVENT WILL MDB BE LIABLE FOR ANY LOSS OR CORRUPTION OF DATA. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR ACCOUNT.

ALL INFORMATION, CONTENT, AND SERVICES PROVIDED BY MDB THROUGH THE WEBSITE (INCLUDING THE WEBSITE CONTENT) ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE AND REPRESENTS NO COMMITMENT ON MDB'S PART IN THE FUTURE TO MAINTAIN OR CHANGE SUCH INFORMATION, CONTENT, OR SERVICES OR TO PROVIDE THE WEBSITE. ALTHOUGH THE WEBSITE CONTENT MAY BE UPDATED FROM TIME TO TIME, IT MAY BE OUT-OF-DATE AND/OR MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. MDB DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE COMPLETENESS, ACCURACY, RELIABILITY, TIMELINESS, OR APPROPRIATENESS OF ANY INFORMATION, CONTENT, OR SERVICE PROVIDED BY MDB.

MDB IS NOT RESPONSIBLE FOR YOUR INABILITY OR FAILURE (FOR ANY REASON) TO ACCESS THE WEBSITE OR OTHERWISE USE OR RECEIVE INFORMATION, CONTENT, OR SERVICES FROM OR REGARDING THE WEBSITE.

## **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL MDB OR ANY OF MDB'S AFFILIATES OR LICENSORS BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND (INCLUDING COMPENSATORY DAMAGES, LOST PROFITS, LOST DATA, OR ANY FORM OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE) THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE, THE WEBSITE CONTENT, OR THE SUBMISSIONS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT MDB AND MDB'S AFFILIATES AND LICENSORS ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER, INCLUDING OFFENSIVE CONTENT OR OFFENSIVE CONDUCT. IF YOU ARE DISSATISFIED WITH ANY WEBSITE CONTENT, OR WITH ANY OF THESE WEBSITE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE. IN ADDITION TO THE FOREGOING LIMITS, IN NO EVENT WILL MDB'S OR ANY OF MDB'S AFFILIATES' OR LICENSORS' AGGREGATE LIABILITY EXCEED \$100. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT EXPAND THESE LIMITS. IN NO EVENT MAY YOU BRING A CLAIM OR CAUSE OF ACTION AGAINST MDB OR ANY AFFILIATE OF MDB MORE THAN TWO YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE.

## **LINKS**

The Website may contain links to other websites. MDB is not responsible for, and disclaims any liability with respect to, the content, accuracy, or opinions expressed in such websites, and MDB does not investigate, monitor, or check such websites for accuracy or completeness. Inclusion of any linked website on the Website does not imply MDB's approval or endorsement of the linked website or the products, services, or information available at or from such linked website. If you decide to leave the Website and access these third-party sites, you do so at your own risk. Specifically, you will be subject to such third-party sites' privacy policies (if any).

You may not create an Internet "link" to the Website or "frame" or "mirror" any Website Content without MDB's prior written permission for each such instance. Additionally, the Website may contain links to other pages within the Website that are "dead" or that no longer work. Please report any such dead-links that you encounter.

## **MISCELLANEOUS**

These Website Terms will be performed in, governed by, and construed and enforced in accordance with the laws of the state of Texas, without regard to Texas' conflict of laws principles. Venue of any action relating to, or arising out of, this Agreement will lie exclusively in the courts located in Dallas County, Texas.

The provisions of these Website Terms are severable, and in the event any provision of these Website Terms is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions. MDB's waiver of a breach of any provision of these Website Terms by you shall not operate or be construed as a waiver by MDB of any subsequent breach by you.

A printed version of these Website Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Website Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained



in printed form. It is the express wish of the parties that these Website Terms and all related documents be drawn up in English as spoken in the United States.

You may not assign these Website Terms (or delegate your rights, duties, or obligations under these Website Terms) without MDB's prior, express, and written consent.

If you are aware of any violations of these Website Terms or if you have any questions or comments regarding these Website Terms, please contact us at [info@mdbuyline.com](mailto:info@mdbuyline.com).

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