

Olivetree Web Site User Agreement (Terms of Use)

1. Introduction

Olivetree Research, LLC ("Olivetree") provides its Web site services, including any subscription services, ("Services") to you pursuant to the terms and conditions of this Web Site User Agreement ("Terms of Use"). The Services are accessible through www.olivetreeresearch.com and www.knowandgrow.net (individually and collectively, "Web Site"). By using the Services, you are accepting the Terms of Use. Olivetree may change the Terms of Use from time to time without notice to you. In addition, when using particular Services, you will be subject to any posted policies, guidelines, or rules applicable to such Services that may be posted from time to time, including the Olivetree Privacy Policy ("Privacy Policy"). All such policies, guidelines, and rules are hereby incorporated by reference into this Web Site User Agreement. The collection and use of personal information is governed by the Terms of Use and the Privacy Policy. Please review the Privacy Policy posted to the Web Site.

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You understand that all information, advertising, data, text, articles, software, music, sound, photographs, graphics, video, messages, postings, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Olivetree, are entirely responsible for all Content that you upload, post, e-mail, or otherwise transmit via the Services, and that you must evaluate, and bear all risks associated with, the use of any Content posted or transmitted by you or other users. Olivetree does not control the Content posted by users via the Services and, as such, does not guarantee the usefulness, accuracy, integrity, or quality of such Content. Under no circumstances will Olivetree be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, or otherwise transmitted, whether by Olivetree, you, or others.

You agree to not use the Services to: (a) upload, post, e-mail, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity; (d) post any incomplete, false, or inaccurate biographical information; (e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services; (f) upload, post, e-mail, or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (g) upload, post, e-mail, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary right of any party; (h) upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other similar solicitations; (i) upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (j) disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; (k) interfere with or disrupt the Services or servers or networks connected to the Web Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Web Site; (l) intentionally or unintentionally violate any applicable local, state, federal, foreign, or international laws, rules, and regulations; (m) stalk or otherwise harass another; or (n) collect, store, or use personal data about other users of the Services, except as may be necessary to complete a transaction offered or accepted by such users.

When retrieving information from the Web Site, you are prohibited from (a) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser; (b) aggregating,

copying, or duplicating any of the materials or information except for the small amount of materials and information temporarily required for an ordinary single use of the Web Site; and (c) accessing data not intended for you.

Recognizing the global nature of the Internet, you acknowledge that what may legally be done on or through the Internet in the jurisdiction of your residence may not be permissible in every jurisdiction in the world. Therefore, you specifically agree to comply with all local laws, rules, and regulations of the jurisdiction of the recipient regarding online conduct and acceptable Content. In addition, you agree to comply with all applicable laws, rules, and regulations regarding the transmission of technical data exported from the United States and the country in which you reside.

3. Olivetree's Rights to Content

With respect to Content you post for inclusion in publicly accessible areas of the Web Site, you grant Olivetree the worldwide, royalty free, and nonexclusive license to reproduce, modify, adapt and publish such Content in connection with the Services solely for the purpose of displaying and distributing the Content for the purpose for which such Content was submitted to Olivetree. This license exists only for as long as you elect to continue to include such Content on the Services and shall be terminated 30 days after you delete or give us written notice to delete such Content from the Services.

You acknowledge that Olivetree may, but does not have the obligation to pre-screen Content. Olivetree shall have the right, in its sole discretion, to refuse or remove any Content that is available through the Services. Without limiting the foregoing, Olivetree shall have the right to remove any Content that Olivetree, in its sole discretion, deems violates the Terms of Use or is otherwise objectionable. In addition, Olivetree may pursue any of its other legal remedies, including, but not limited to, the immediate cancellation of your account, the exclusion from the Web Site of you and anyone else who may have violated the Terms of Use, and pursuing violators under various criminal and/or civil laws under the relevant jurisdiction. Olivetree will cooperate with any investigation by any federal, state, or local body or any court or tribunal legitimately exercising its rights. Such cooperation may be without notice to you. You acknowledge and agree that Olivetree may preserve Content and user information and may disclose Content and user information in accordance with the Privacy Policy, if required to do so by law, or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Use; (c) respond to claims that any Content violates the rights of third parties; (d) protect the rights, property, or personal safety of Olivetree, users of the Services, or the public; or (e) minimize or eliminate Olivetree's potential liability.

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Olivetree will use its best efforts to provide the subscription services for which you have subscribed; however Olivetree does not warrant that the subscription services will be available 100% of the time. The availability of the subscription services is contingent upon many variables, many of which are outside the control of Olivetree. You will pay the applicable subscription fee in advance using the third-party payment service available through the Web Site.

You may access and use the subscription services only for (a) your own personal, non-commercial use, or (b) your employer-company's internal use. You may not provide access to the subscription services to any third party. You may not disclose your user name or your password for the subscription services to any third party. If you determine that another party has gained access to your user name and password, or that another has wrongfully accessed the subscription services using your user name and password, you shall promptly notify Olivetree and Olivetree will issue a new user name and password to you and will delete the old user name and password. If Olivetree determines that, as a result of your improper disclosure of your user name and password, another user has accessed the subscription services, Olivetree may immediately cancel your subscription and will have no obligation to refund any subscription fees that you have paid.

5. Indemnity

You agree to indemnify and hold Olivetree, and its subsidiaries, affiliates, owners, directors, officers, managers, agents, and employees, harmless from all damages and expenses, including court costs and reasonable attorney fees, arising out of any claim based on Content you submit, post, transmit, or use through the Services, your use of the Services or Content, your connection to the Web Site, your violation of the Terms of Use, and your violation of any rights of another or of any law, rule, or regulation.

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You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Services and/or Content, use of the Services and/or Content, or access to the Services and/or Content, without the express written consent of Olivetree and the Content author.

7. Modification and Termination

You acknowledge that Olivetree may establish general practices and limits concerning use of the Services. You agree that Olivetree has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Services. You further acknowledge that Olivetree reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice, including, without limitation, adding or deleting fees associated with the Services. If any charge is applicable to any Services, Olivetree will notify you in advance.

Olivetree reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services, in whole or in part, with or without notice. You agree that Olivetree shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or removal of Content.

You agree that Olivetree, in its sole discretion, may terminate your use of the Services, in whole or in part, and remove and discard any Content, for any reason without notice. Further, you agree that Olivetree shall not be liable to you or any third party for any termination of your access to the Services.

8. Dealings with Retail Partners, Advertisers, and Other Users

Your correspondence or business dealings with retail partners, advertisers, and other users found on or through the Services, including payment and delivery of products or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such retail partner, advertiser, or user. You agree that Olivetree 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 retail partners, advertisers, or users in connection with the Services. If there is a dispute with retail partners, advertisers, or other users of the Services, Olivetree is under no obligation to become involved.

9. Links

The Services may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Olivetree has no control over such sites and resources, you agree that Olivetree is not responsible for the availability of such sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services, or other materials on or available from such sites or resources. You further acknowledge and agree that Olivetree 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 or products or services available on or through any such sites or resources.

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11. Disclaimer of Warranties and Limitations of Liability

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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 LIMITATIONS OF THIS SECTION MAY NOT APPLY TO YOU.

12. Dispute Resolution

Any claim or controversy arising out of or relating to this Web Site User Agreement that is not resolved by you and Olivetree directly shall be settled by mediation and, if mediation is unsuccessful, by binding arbitration. The mediation and arbitration shall take place in Hamilton County, Ohio, and shall be administered in accordance with the American Arbitration Association Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, by mediator(s) and arbitrator(s) mutually selected by you and Olivetree in accordance with such rules.

13. Miscellaneous

You may not assign or otherwise transfer this Web Site User Agreement or any rights or obligations under this Web Site User Agreement to any third party without the prior written consent of Olivetree. The failure of either party to act upon any right, remedy, or breach of this Web Site User Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by the waiving party. Neither party shall be liable for any delay in or failure of performance resulting from any cause or condition beyond its reasonable control, whether foreseeable or not, including vandalism that disrupts or corrupts the Web Site or the Services. The provisions of this Web Site User Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated. This Web Site User Agreement and any claim arising out of this Web Site User Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles. This Web Site User Agreement constitutes the entire agreement and understanding between the parties relating to the object and scope of this Web Site User Agreement. Any representation, statement, or warranty not expressly contained in this Web Site User Agreement, shall not be enforceable by the parties.

LAST UPDATED: December 9, 2005