

Website Terms and Conditions

To The Point Subscriber Terms and Conditions

Terms And Conditions For Individual Subscriptions to TO THE POINT (the "Service")

The Service is an online information service from To The Point, Inc. ("TO THE POINT"). By using the Service, you (the "Subscriber") agree to the Terms and Conditions for an Individual Subscription. Please read the Terms and Conditions carefully. TO THE POINT may revise the terms in this Agreement at any time. By using the Service after any change in the Agreement is posted, you agree to be bound by all of the changes.

The Subscriber is responsible for complying with the Terms and Conditions. Any violation of the Terms and Conditions may jeopardize future use of the Service, and upon any such violation, such account may be subject to immediate suspension or termination.

Section 1. Copyright And Limitations On Use

1.1 TO THE POINT distributes content to its Subscribers through several media: Web site, e-mail, fax, teleconference, and print (mail). Under the terms of an Individual Subscription, access to TO THE POINT content, services or tools, and other premium intelligence is for the Subscriber ONLY and may not be shared. The Subscriber is responsible for the confidentiality and use of the Subscriber's Username and Password. The Subscriber's responsibility extends to all activity and use under the Username and Password. By purchasing the Individual Subscription, you agree not to reproduce, retransmit, photocopy, distribute, disseminate, sell, publish, broadcast, or circulate the information received through the Service to anyone without the express prior written consent of TO THE POINT. Information abstracted from our intelligence can be used for research purposes but not for commercial purposes. Copying and distributing original copyright-protected intelligence from the site is expressly forbidden.

1.2 The Subscriber agrees to provide complete and accurate Subscriber information, including name, e-mail address, billing address, mailing address, phone number, and fax number. It is the sole responsibility of the Subscriber to keep this information up to date using the tools provided on the Web site, or otherwise to report any changes to TO THE POINT immediately. Further, if it is determined that the information provided is inaccurate or incomplete, then TO

THE POINT reserves the right to suspend or terminate the account until such information is corrected by the Subscriber.

1.3 The information available through the Service is the property of TO THE POINT or its licensors, and is protected by copyright and other intellectual property laws. Information received through the Service is for the Subscriber's use only. Corporations, enterprises, organizations or other commercial entities are not authorized to use the Individual Subscription Service under these Terms and Conditions.

1.4 Users and Subscribers may not post any intelligence from the Service to newsgroups, mail lists, or electronic bulletin boards, without the prior written consent of TO THE POINT.

1.5 TO THE POINT reserves the right to monitor the Subscriber's use of all premium intelligence, services, and tools to ensure the Subscriber's compliance with the Terms and Conditions. If it is determined that the Subscriber is not in compliance with these Terms and Conditions, TO THE POINT reserves the right to take such action as is deemed necessary, including, but not limited to, suspension or termination of the Subscriber's account. The Subscriber acknowledges that such monitoring of use may include determining whether or not the Service is accessed under the account from multiple IP addresses, as well as noting excessive use from Individual Subscription accounts.

1.6 The Service includes facts, views, opinions, and recommendations of individuals and organizations deemed of interest. TO THE POINT does not guarantee the accuracy, completeness, or timeliness of, or otherwise endorse, these views, opinions, or recommendations, give investment advice, or advocate the purchase or sale of any security or investment.

1.7 Submissions and Postings. Please note that, because we occasionally host forums on our web sites and therefore redistribute materials you give us, we need to obtain certain rights in those materials. By sending or transmitting to us creative suggestions, ideas, notes, concepts, information, or other materials (collectively, "Materials"), or by posting such Materials to any area of our web sites, you grant us and our designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Materials in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without

compensation to the provider of the Materials. None of the Materials disclosed in any forum on our web sites shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we shall not be liable for any use or disclosure of any Materials.

1.8 Code of Conduct. While using the Service, you agree not to:

- Restrict or inhibit any other visitor or member from using the Service, including, without limitation, by means of "hacking" or "cracking" or defacing any portion of any of TO THE POINT's web sites;
- Use the Service for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Transmit (a) any content or information that is unlawful, fraudulent, threatening, harrasing, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes on our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of any of TO THE POINT's web sites;
- Remove any copyright, trademark, or other proprietary rights notices contained in TO THE POINT's web sites;
- "Frame" or "mirror" any part of TO THE POINT's web sites without our prior written authorization;
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- Harvest or collect information about visitors to or members of TO THE POINT without their express consent; or
- Permit anyone without an account or subscription to use the Service through your subscription, user name or password.
- While using the Service you agree to comply with all applicable laws, rules and regulations.

Section 2. Disclaimer Of Warranties And Liability

2.1 Due to the number of sources from which information on the Service is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions, or inaccuracies in such information and the Service.

2.2 Due to the number of different computing platforms, operating systems, Internet Service Providers, browser software packages, e-mail software packages, e-mail filtering tools, and other technologies that may be utilized by our Subscribers, parts or all of the Service may not be accessible by the Subscriber. If Subscriber has difficulty accessing any part of the Service, Subscriber agrees to promptly notify TO THE POINT of such difficulty so that TO THE POINT can try to resolve the problem.

2.3 TO THE POINT, INC. AND ITS AFFILIATES, AGENTS, AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE NEWS AND INFORMATION AVAILABLE THROUGH THE SERVICE, OR THE SERVICE ITSELF. NEITHER TO THE POINT NOR ANY OF ITS AFFILIATES, AGENTS, OR LICENSORS SHALL BE LIABLE TO THE SUBSCRIBER OR ANYONE ELSE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY ITS NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, REPORTING, OR DELIVERING THE SERVICE AND ANY NEWS AND INFORMATION THROUGH THE SERVICE. IN NO EVENT WILL TO THE POINT, ITS AFFILIATES, AGENTS, OR LICENSORS BE LIABLE TO THE SUBSCRIBER OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY THE SUBSCRIBER IN RELIANCE ON SUCH INFORMATION, OR FOR ANY CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SUBSCRIBER AGREES THAT THE LIABILITY OF TO THE POINT ITS AFFILIATES, AGENTS, AND LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE), IN ANY WAY CONNECTED WITH THE SERVICE OR THE INFORMATION IN THE SERVICE, SHALL NOT EXCEED THE AMOUNT THE SUBSCRIBER PAID TO TO THE POINT FOR USE OF THE SERVICE.

2.4 TO THE POINT may discontinue or change the Service, or its availability, at any time without notice. The rights and obligations of this Agreement are not assignable. If any provision of this Agreement is invalid under applicable law, the remaining provisions will continue in full force and effect. This Agreement, all intellectual property issues, and your rights and obligations shall be governed by the laws of the United States of America and the State of Maryland governing contracts wholly entered into and wholly performed within Maryland.

Section 3. Payment Policies

3.1 Individual Subscription — Annual Account: Accounts are prepaid on an annual basis and may be paid by credit card or Individual check. Activation begins upon payment. Your credit card account will be automatically charged each year on the anniversary of your subscription. At that time, you will be renewed at the then current rate, unless you notify us of your desire to cancel your subscription at least thirty (30) days prior to the renewal date.

Section 4. Cancellation Policies

4.1 To cancel your Individual Subscription, you may fax your cancellation request to 703-531-1899 or e-mail it to info@tothepointnews.com or send it via regular mail to TO THE POINT, Attn: Member Services, 4938 Hampden Lane, Suite 414, Bethesda, MD 20814. Please be sure to provide your name, address, e-mail address, and Username for authentication. We ask that you include the reason you want to cancel. Cancellations are processed upon receipt of the cancellation request. Cancellations requesting a closing statement will receive confirmation via e-mail (if an e-mail address has been provided).

4.2 Individual Subscription — Annual Account: Upon cancellation, annual accounts will be charged only for the year of service during which the account was active. All fees and charges are nonrefundable for an annual account. However, if a user requests cancellation of an Annual Account within thirty (30) days following its automatic renewal date (see Section 3. Payment Policies), said request will be honored subject to a third-party handling fee of \$14.95 that will be deducted from the amount refunded for each said cancellation.

Section 5. Termination

5.1 This Agreement shall remain effective until terminated in accordance with its terms. TO THE POINT may terminate this Agreement, and/or your access to and use of the Service, immediately, in the event we determine, in our sole discretion, that you have breached this Agreement. In addition, we reserve the right, upon 10 business days notice and the reimbursement of any whole months remaining on your subscription, to terminate this Agreement without cause.

Section 6. General

6.1 We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Change the Service, including eliminating or discontinuing any content or

feature of any of the Service; or

- Change any fees or charges for use of the Services.

- Any changes we make will be effective seven (7) days after notice of any change is provided to you, which may be done by means including, without limitation, posting on our web sites or via electronic mail. Your use of the Service after such notice will be deemed acceptance of such changes. Our business changes constantly. These Terms and Conditions, as well as our Privacy Policy, may change also. You should check our web sites frequently to see recent changes.

6.2 Jurisdictional Issues. Our products and services are directed solely to individuals residing in the United States. We make no representation that materials provided in the Service are appropriate or available for use in other locations. Those who choose to access the Service from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Service and/or the provision of any service or product described therein to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

6.3 Links to Other Websites. Our products and services may contain links to other Internet web sites or resources. We neither control nor endorse such other web sites, nor have we reviewed or approved any content that appears on such other web sites. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, or inappropriate nature of any content, advertising, products, services, or information located on or through any other websites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

Section 7. Privacy Policy

7.1 TO THE POINT is committed to protecting your privacy. Information that we collect stays within TO THE POINT and any information distributed to third parties is reported in aggregate only. We do not give or sell your information. For more information, please read the full text of our [Privacy Policy](#).