

PlexLogic MetricsCentertm Terms of Use

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This Agreement is a legal agreement between the User and PlexLogic, LLC (PlexLogic) for the MetricsCentertm Software Application Services to which the User subscribe. These Software Application Services include computer software, data storage mechanisms, databases and related designs, printed materials, and online or electronic documentation (Software Application Services, Application Services, Software, or MetricsCentertm). By using the Software Application Services, the User agrees to be bound by the terms of this Customer Agreement. If the User does not agree to the terms of this Customer Agreement, the the User is not authorized to use the MetricsCentertm.

1. PAYMENT

The User agrees to pay all applicable charges under this Agreement, including any applicable taxes or charges imposed by any government entity. The User also agrees that PlexLogic may change its pricing at any time. The User must supply PlexLogic with correct credit card information, and any changes in credit card validity or expiration date must be updated. PlexLogic will automatically renew and charge User's account every month, quarter, or year for subscriptions. The renewal charge will be equal to the original subscription price, unless PlexLogic notifies User otherwise in advance. If the credit card cannot be processed for any reason, PlexLogic reserves the right to cancel the MetricsCentertm Service.

2. USER ACCOUNT, PASSWORD, KEYS AND SECURITY

The User will receive a MetricsCentertm user account upon completing the Service's registration process. This account has an associated password and one or more keys. The User is responsible for maintaining the confidentiality of the password, keys and account. The User is fully responsible for all activities that occur under that User's account. The User agrees to (a) immediately notify PlexLogic of any unauthorized use of his or her password, keys, or account as well as any other breach of security, and (b) the User must ensure the he or she exits from the account at the end of each session. PlexLogic cannot and will not be liable for any loss or damage arising from the User failing to comply with this Section.

3. USER CONDUCT

The User understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that the User, and not PlexLogic, is entirely responsible for all Content that the User uploads, posts, emails, transmits or otherwise makes available via the Service. PlexLogic does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. The User

understands that by using the Service, he or she may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will PlexLogic be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the MetricsCenter™ Service.

User agrees not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere (collectively, "Interfere") with PlexLogic's MetricsCenter.net or MetricsCenter.org web sites in any manner. If User in any way Interferes with PlexLogic's web sites, User agrees to pay all damages incurred by PlexLogic, including any consequential damages. The User further agrees that the measure of hard-to-determine damages will be the highest estimate of damages as provided by PlexLogic. User's Interference with PlexLogic's web sites relieves PlexLogic of any of its contractual or other legal obligations to User, including PlexLogic's obligations under its Privacy Policy. PlexLogic will cooperate with the authorities in prosecuting any User who Interferes with PlexLogic's web sites, attempts to defraud PlexLogic, or attempts to defraud credit card companies or any other parties through User's use of PlexLogic's web site or services.

The User agrees to not use the MetricsCenter™ Service to:

- upload, post, email, transmit or otherwise make available 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;
- harm minors in any way;
- impersonate any person or entity, including, but not limited to, a PlexLogic official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available 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 non-disclosure agreements);
- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

Violation of any of the items in this Section relieves PlexLogic of any of its contractual or other legal obligations to User, including PlexLogic's obligations under its Privacy Policy.

PlexLogic reserves the right to refuse any or all services to any User for any reason, at any time, at PlexLogic's sole discretion. User agrees that PlexLogic may block its IP address or addresses at any time, and at PlexLogic's sole discretion, thereby disallowing User's continued use of PlexLogic's web site.

4. COMPLIANCE WITH AGREEMENT AND LAWS

The User shall use the MetricsCenter™ services only in compliance with this Terms of Use, the [FTC's CAN-SPAM Law](#), and all other applicable U.S., state, local, and international laws (including, but not limited to, policies and laws related to spamming, copyright and trademark infringement, defamation, privacy, obscenity, and child protective email address registry laws).

The User also agree not to intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law.

Although PlexLogic has no obligation to review the content provided by a User or a User's use of the MetricsCenter™ services, PlexLogic may do so and may block any email messages or data submission to the site as well as terminate any use of the services that PlexLogic believes may be (or is alleged to be) in violation of the foregoing.

5. ANTI-SPAM AND OFFENSIVE INFORMATION

If you suspect that PlexLogic has been used to send spam or disseminate offensive information, please contact PlexLogic immediately at support@metricscenter.net and PlexLogic will investigate accordingly.

6. MODIFICATIONS TO SERVICE

PlexLogic reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that PlexLogic shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

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8. LINKS TO THIRD PARTIES

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