

EterniaNow.com Terms of Service and Conditions Agreement

Effective August 1, 2007

EterniaNow.com is a social networking service that allows Members to create unique personal profiles online up to 500 years into the future in order to find and communicate with old, new and future friends and family members. The services offered by EterniaNow.com (“**EterniaNow.com**”) include the EterniaNow.com website (the “**EterniaNow Website**”), the EterniaNow.com messaging service, and any other features, content, or applications offered from time to time by EterniaNow.com in connection with the EterniaNow Website (collectively, the “**EterniaNow Services**”). The EterniaNow Services are hosted in the United States of America.

This Terms of Use Agreement (“**Agreement**”) sets forth the legally binding terms for your use of the EterniaNow Services. By using the EterniaNow Services, you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse the EterniaNow Website) or you are a “Member” (which means that you have registered with EterniaNow.com). The term “**User**” refers to a Visitor or a Member. You are only authorized to use the EterniaNow Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the EterniaNow Website and discontinue use of the EterniaNow Services immediately. If you wish to become a Member, communicate with other Members and make use of the EterniaNow Services, you must read this Agreement and indicate your acceptance during the Registration process.

This Agreement includes EterniaNow.com’s policy for acceptable use of the EterniaNow Services and Content posted on the EterniaNow Website, your rights, obligations and restrictions regarding your use of the EterniaNow Services and EterniaNow.com’s Privacy Policy. In order to participate in certain EterniaNow Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions. Unless otherwise provided by the additional terms and conditions applicable to the EterniaNow Services in which you choose to participate, those additional terms are hereby incorporated into this Agreement. You may receive a copy of this Agreement by emailing us at privacy@EterniaNow.com, Subject: Terms of Use Agreement.

EterniaNow.com may modify this Agreement from time to time and such modification shall be effective upon posting by EterniaNow.com on the EterniaNow Website. You agree to be bound to any changes to this Agreement when you use the EterniaNow Services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

Please choose carefully the information you post on EterniaNow.com and that you provide to other Users. Your EterniaNow.com profile may not include any the following items: telephone numbers, street addresses, last names, and any photographs, videos or audio files containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter and/or language. Despite this prohibition, information provided by other EterniaNow.com Members (for instance, in their Profile) may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services, and EterniaNow.com assumes no responsibility or liability for this material. If you become aware of misuse of the EterniaNow Services by any person, please contact EterniaNow.com or click on the “**Report Inappropriate Content**” link at the bottom of any EterniaNow.com page.

EterniaNow.com reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of the EterniaNow Services at any time, for any or no reason, with or without prior notice, and without liability.

1. **Eligibility.** Use of and Membership in the EterniaNow Services is void where prohibited. By using the EterniaNow Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of the EterniaNow Services does not violate any applicable law or regulation. Your profile may be deleted and your Membership may be terminated without warning, if EterniaNow.com believes that you are under 18 years of age.

2. **Term.** This Agreement shall remain in full force and effect while you use the EterniaNow Services or are a Member. You may terminate your Membership at any time, for any reason, by following the instructions on the Member's Account Settings page. EterniaNow.com may terminate your Membership at any time, without warning. Even after Membership is terminated, this Agreement will remain in effect, including sections 5-17.
3. **Fees.** You acknowledge that EterniaNow.com reserves the right to charge for the EterniaNow Services and to change its fees from time to time in its discretion. If EterniaNow.com terminates your Membership because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of subscription fees.
4. **Password.** When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify EterniaNow.com immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.
5. **Non-commercial Use by Members.** The EterniaNow Services are for the personal use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by EterniaNow.com. Illegal and/or unauthorized use of the EterniaNow Services, including collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the EterniaNow Website is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles without notice and may result in termination of Membership privileges. Appropriate legal action will be taken for any illegal or unauthorized use of the EterniaNow Services.
6. **Proprietary Rights in Content on EterniaNow.com.**
 1. EterniaNow.com does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "**Content**") that you post to the EterniaNow Services. After posting your Content to the EterniaNow Services, you continue to retain all ownership rights in such Content, and you continue to have the right to use your Content in any way you choose. By displaying or publishing ("posting") any Content on or through the EterniaNow Services, you hereby grant to EterniaNow.com a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content solely on and through the EterniaNow Services.

Without this license, EterniaNow.com would be unable to provide the EterniaNow Services. For example, without the right to modify Member Content, EterniaNow.com would not be able to digitally compress music files that Members submit or otherwise format Content to satisfy technical requirements, and without the right to publicly perform Member Content, EterniaNow.com could not allow Users to listen to music or watch videos posted by Members. The license you grant to EterniaNow.com is non-exclusive (meaning you are free to license your Content to anyone else in addition to EterniaNow.com), fully-paid and royalty-free (meaning that EterniaNow.com is not required to pay you for the use on the EterniaNow Services of the Content that you post), sublicensable (so that EterniaNow.com is able to use its affiliates and subcontractors such as Internet content delivery networks to provide the EterniaNow Services), and worldwide (because the Internet and the EterniaNow Services are global in reach). This license will terminate at the time you remove your Content from the EterniaNow Services. The license does not grant EterniaNow.com the right to sell your Content, nor does the license grant EterniaNow.com the right to distribute your Content outside of the EterniaNow Services.

2. You represent and warrant that: (a) you own the Content posted by you on or through the EterniaNow Services or otherwise have the right to grant the license set forth in this section, and

(b) the posting of your Content on or through the EterniaNow Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content posted by you to or through the EterniaNow Services.

3. The EterniaNow Services contain Content of EterniaNow.com (“**EterniaNow.com Content**”). EterniaNow.com Content is protected by copyright, trademark, patent, trade secret and other laws, and EterniaNow.com owns and retains all rights in the EterniaNow.com Content and the EterniaNow Services. EterniaNow.com hereby grants you a limited, revocable, nonsubicensable license to reproduce and display the EterniaNow.com Content (excluding any software code) solely for your personal use in connection with viewing the EterniaNow Website and using the EterniaNow Services.
4. The EterniaNow Services contain Content of Users and other EterniaNow.com licensors. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the EterniaNow Services.

7. **Content Posted.**

1. EterniaNow.com may delete any Content that in the sole judgment of EterniaNow.com violates this Agreement or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any person. EterniaNow.com assumes no responsibility for monitoring the EterniaNow Services for inappropriate Content or conduct. If at any time EterniaNow.com chooses, in its sole discretion, to monitor the EterniaNow Services, EterniaNow.com nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.
2. You are solely responsible for the Content that you post on or through any of the EterniaNow Services, and any material or information that you transmit to other Members and for your interactions with other Users. EterniaNow.com does not endorse and has no control over the Content. Content is not necessarily reviewed by EterniaNow.com prior to posting and does not necessarily reflect the opinions or policies of EterniaNow.com. EterniaNow.com makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit to other Members.

8. **Content/Activity Prohibited.** The following is a partial list of the kind of Content that is illegal or prohibited to post on or through the EterniaNow Services. EterniaNow.com reserves the right to investigate and take appropriate legal action against anyone who, in EterniaNow.com’s sole discretion, violates this provision, including without limitation, removing the offending communication from the EterniaNow Services and terminating the Membership of such violators. Prohibited Content includes, but is not limited to Content that, in the sole discretion of EterniaNow.com:

1. is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
2. harasses or advocates harassment of another person;
3. exploits people in a sexual or violent manner;
4. contains nudity, violence, or offensive subject matter or contains a link to an adult website;
5. solicits personal information from anyone under 18;
6. provides any telephone numbers, street addresses, last names, URLs or email addresses;

7. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
8. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
9. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
10. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
11. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
12. solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
13. involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
14. includes a photograph of another person that you have posted without that person's consent; or
15. for artist member profiles, uses sexually suggestive imagery or any other unfair, misleading or deceptive Content intended to draw traffic to the profile.

The following is a partial list of the kind of activity that is illegal or prohibited on the EterniaNow Website and through your use of the EterniaNow Services. EterniaNow.com reserves the right to investigate and take appropriate legal action against anyone who, in EterniaNow.com's sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to:

16. criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
17. advertising to, or solicitation of, any Member to buy or sell any products or services through the EterniaNow Services. You may not transmit any chain letters or junk email to other Members. It is also a violation of these rules to use any information obtained from the EterniaNow Services in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Members from such advertising or solicitation, EterniaNow.com reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which EterniaNow.com deems appropriate in its sole discretion. If you breach this Agreement and send unsolicited bulk email, instant messages or other unsolicited communications of any kind through the EterniaNow Services, you acknowledge that you will have caused substantial harm to EterniaNow.com, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay EterniaNow.com \$100 for each such unsolicited email or other unsolicited communication you send through the EterniaNow Services;
18. covering or obscuring the banner advertisements on your personal profile page, or any EterniaNow.com page via HTML/CSS or any other means;

19. any automated use of the system, such as using scripts to add friends or send comments or messages;
 20. interfering with, disrupting, or creating an undue burden on the EterniaNow Services or the networks or services connected to the EterniaNow Services;
 21. attempting to impersonate another Member or person;
 22. copying the code for your EterniaNow Player and embedding it into other profiles or asking other Members to embed it into their profiles other than the link information provided by EterniaNow;
 23. using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;
 24. selling or otherwise transferring your profile;
 25. using any information obtained from the EterniaNow Services in order to harass, abuse, or harm another person;
 26. displaying an advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity on or through the EterniaNow Services on behalf of that person, such as placing commercial content on your profile, posting blogs or bulletins with a commercial purpose, selecting a profile with a commercial purpose as one of your "Top 12" Favorites, or sending private messages with a commercial purpose; or
 27. using the EterniaNow Services in a manner inconsistent with any and all applicable laws and regulations.
9. **Copyright Policy.** You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of EterniaNow.com to terminate Membership privileges of any Member who repeatedly infringes the copyright rights of others upon receipt of prompt notification to EterniaNow.com by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the EterniaNow Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the EterniaNow Services; (d) your address, telephone number, and email address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. EterniaNow.com's Copyright Agent for notice of claims of copyright infringement can be reached as follows: Eternia, Inc., P.O. Box 302, Tesuque, NM 87574; Attn: Copyrights; Email: copyrights@EterniaNow.com.
10. **Member Disputes.** You are solely responsible for your interactions with other EterniaNow.com Members. EterniaNow.com reserves the right, but has no obligation, to monitor disputes between you and other Members.
11. **Privacy.** Use of the EterniaNow Services is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference.
12. **Disclaimers.** EterniaNow.com is not responsible for any incorrect or inaccurate Content posted on the EterniaNow Website or in connection with the EterniaNow Services, whether caused by Users of

the EterniaNow Services or by any of the equipment or programming associated with or utilized in the EterniaNow Services. Profiles created and posted by Members on the EterniaNow Website may contain links to other websites. EterniaNow.com is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by EterniaNow.com. Inclusion of any linked website on the EterniaNow Services does not imply approval or endorsement of the linked website by EterniaNow.com. When you access these third-party sites, you do so at your own risk. EterniaNow.com takes no responsibility for third party advertisements which are posted on this EterniaNow Website or through the EterniaNow Services, nor does it take any responsibility for the goods or services provided by its advertisers. EterniaNow.com is not responsible for the conduct, whether online or offline, of any User of the EterniaNow Services. EterniaNow.com assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication. EterniaNow.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the EterniaNow Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the EterniaNow Services. Under no circumstances shall EterniaNow.com be responsible for any loss or damage, including personal injury or death, resulting from use of the EterniaNow Services, attendance at a EterniaNow.com event, from any Content posted on or through the EterniaNow Services, or from the conduct of any Users of the EterniaNow Services, whether online or offline. The EterniaNow Services are provided "AS-IS" and as available and EterniaNow.com expressly disclaims any warranty of fitness for a particular purpose or non-infringement. EterniaNow.com cannot guarantee and does not promise any specific results from use of the EterniaNow Services.

13. **Limitation on Liability.** IN NO EVENT SHALL ETERNIANOW.COM BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF ETERNIANOW.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ETERNIANOW.COM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ETERNIANOW.COM FOR THE ETERNIANOW SERVICES DURING THE TERM OF MEMBERSHIP.
14. **U.S. Export Controls.** Software available in connection with the EterniaNow Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the EterniaNow Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.
15. **Disputes.** If there is any dispute about or involving the EterniaNow Services, you agree that the dispute shall be governed by the laws of the State of New Mexico, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of New Mexico, city of Santa Fe. Either EterniaNow.com or you may demand that any dispute between EterniaNow.com and you about or involving the EterniaNow Services must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Santa Fe, New Mexico, USA, provided that the foregoing shall not prevent EterniaNow.com from seeking injunctive relief in a court of competent jurisdiction.
16. **Indemnity.** You agree to indemnify and hold EterniaNow.com, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the EterniaNow Services in violation of this Agreement and/or arising from a breach of this

Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on the EterniaNow Website or through the EterniaNow Services causes EterniaNow.com to be liable to another.

17. **Other.** This Agreement is accepted upon your use of the EterniaNow Website or any of the EterniaNow Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and EterniaNow.com regarding the use of the EterniaNow Services. The failure of EterniaNow.com to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. **EterniaNow – Gateway to Eternity** is a trademark of EterniaNow, Inc. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Please contact us at: contact@EterniaNow with any questions regarding this Agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.