

KEYS TO THE VAULT[®]

TERMS OF USE

1. INTRODUCTION

Welcome to www.keystothevault.com (the "Website"). The Website is owned and operated by Keys to the Vault, Inc. ("Company", "us" or "we").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. By using the Website, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not use the Website. Please review our Privacy Policy, which also governs your visit to the Website, to understand our privacy practices.

2. CONSIDERATION

You agree that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which you hereby acknowledge, including, without limitation, your access to and use of the Website and data, materials and information available at or through the Website.

3. RESTRICTIONS ON USE; LIMITED LICENSE

All content contained on the Website (collectively, "Content"), such as text, graphics, logos, icons, images, audio and video clips, digital downloads, data compilations, and software, is our property or the property of our licensors or licensees, and the compilation of the Content on the Website is our exclusive property, protected by United States and international copyright laws, treaties and conventions. All software used on the Website is our property or the property of our software suppliers and protected by United States and international copyright laws, treaties and conventions.

Any trademarks, service marks, graphics, logos, page headers, icons, scripts and trade names (each, a "Mark") contained on the Website are proprietary to us or our licensors or licensees. Our Marks may not be used in connection with any product or service that is not ours in any manner that is likely to cause confusion among users or that disparages or discredits us or anyone else. All other Marks not owned by us that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

We grant you a limited license to access and make personal use of the Website. No Content of the Website or any other Internet site owned, operated, licensed, or controlled by us may be copied, reproduced, republished, downloaded (other than page caching), uploaded, posted, transmitted or distributed in any way, or sold, resold, visited, or otherwise exploited for any commercial purpose, except that you may download one (1) copy of the Content that we make available to you for such purposes on a single computer for your personal, noncommercial, home use only, provided that you: (a)

keep intact all copyright, trademark and other proprietary rights notices; (b) do not modify any of the Content; (c) do not use any Content in a manner that suggests an association with any of our products, services or brands; and (d) do not download Content so as to avoid future downloads from the Website. Your use of Content on any other website or computer environment is strictly prohibited.

The license granted to you does not include, and specifically excludes, any rights to: resell or make any commercial use of the Website or any Content; collect and use any product listings, descriptions, or prices; make any derivative use of the Website or Content; or use any form of data mining, robots, or similar data gathering and extraction tools. You may not frame, or utilize framing techniques to enclose, any Mark, Content or other proprietary information, or use any meta tags or any other "hidden text" utilizing any such intellectual property, without our and each applicable owner's express written consent. Any unauthorized use automatically terminates the license granted to you hereunder. You are granted a limited, revocable, and non-exclusive right to create a hyperlink only to our home page provided that the link does not portray us or our licensors or licensees, or their respective products or services, in a false, misleading, derogatory, or otherwise offensive matter. You may not use any of our or any such party's intellectual property as part of the link without our and each such party's express written consent.

4. CONTENT LINKED TO THE WEBSITE

You should be aware that when you visit the Website, you could be directed to other sites beyond our control including links to or from affiliates and content partners that may use our Marks as part of an affiliate relationship. When you click on a link that directs you away from the Website, the site to which you are directed may not be controlled by us and different terms of use and privacy policies may apply which you should carefully read and evaluate. You acknowledge that we are not responsible for examining or evaluating, and that we do not warrant the offerings of, any such third party or the content of their sites. We do not assume any responsibility or liability for the actions, products, or content of any third party or any third party site. We reserve the right to disable links from or to third-party sites, although we are under no obligation to do so.

5. DISCLAIMER OF WARRANTIES

THE CONTENT ON THE WEBSITE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF ANY OF YOUR EQUIPMENT OR SOFTWARE. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING USE, OR THE RESULTS OF USE, OF ANY CONTENT, PRODUCT OR SERVICE CONTAINED ON OR OFFERED, MADE

AVAILABLE THROUGH, OR OTHERWISE RELATED IN ANY WAY TO THE WEBSITE INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY SITE OR SERVICE LINKED TO FROM THE WEBSITE (AND SPECIFICALLY NO REPRESENTATION OR WARRANTY OF CORRECTNESS, ACCURACY, COMPLETENESS, RELIABILITY OR SAFETY).

WE EXPLICITLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR AVAILABILITY OF INFORMATION, CONTENT AND MATERIALS FOUND ON SITES THAT LINK TO OR FROM THE WEBSITE. WE CANNOT ENSURE THAT YOU WILL BE SATISFIED WITH ANY PRODUCT OR SERVICE THAT YOU PURCHASE FROM A THIRD PARTY WEBSITE THAT LINKS TO OR FROM THE WEBSITE OR THIRD PARTY INFORMATION, CONTENT OR MATERIALS CONTAINED ON OUR WEBSITE. WE DO NOT ENDORSE ANY OF THE MERCHANDISE, NOR HAVE WE TAKEN ANY STEPS TO CONFIRM THE ACCURACY, COMPLETENESS OR RELIABILITY OF, ANY OF THE INFORMATION, CONTENT OR MATERIALS CONTAINED ON ANY THIRD PARTY WEBSITE. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION, CONTENT OR MATERIALS (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION) YOU MIGHT BE REQUESTED TO GIVE TO ANY THIRD PARTY. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL CLAIMS AGAINST US WITH RESPECT TO INFORMATION, CONTENT AND MATERIALS CONTAINED ON THE WEBSITE (INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT), ON THIRD PARTY SITES, AND ANY INFORMATION, CONTENT AND MATERIALS YOU PROVIDE TO OR THROUGH ANY SUCH THIRD PARTY SITES (INCLUDING, WITHOUT LIMITATION, CREDIT CARD AND OTHER PERSONAL INFORMATION). WE STRONGLY ENCOURAGE YOU TO MAKE WHATEVER INVESTIGATION YOU FEEL NECESSARY OR APPROPRIATE BEFORE PROCEEDING WITH ANY ONLINE OR OFFLINE TRANSACTION WITH ANY THIRD PARTY.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. YOU EXPRESSLY AGREE TO RELEASE AND DISCHARGE ALL INDEMNIFIED PARTIES (AS DEFINED BELOW) FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND YOU AGREE TO VOLUNTARILY GIVE UP AND IRREVOCABLY WAIVE AND RELEASE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST ANY INDEMNIFIED PARTY FOR PERSONAL INJURY OR PROPERTY DAMAGE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

6. INDEMNIFICATION

You hereby agree to indemnify, defend, and hold us, and our licensors, licensees, successors, distributors, agents, representatives and other authorized users, and each of their respective officers, directors, owners, managers, members, employees, agents, representatives and assigns (collectively, the "Indemnified Parties"), harmless from and against any and all loss, cost, damage, liability and

expense (including, without limitation, settlement costs and legal or other fees and expenses) suffered or incurred by any of the Indemnified Parties arising out of, in connection with or related to any breach or alleged breach by you of these Terms of Use. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of the settlement and disposition of any claim that is subject to indemnification by you.

7. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE) SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE OF ANY KIND OR NATURE WHATSOEVER THAT ARISE OUT OF OR RESULT FROM: (A) THE USE OF, OR ANY INABILITY TO USE, THE WEBSITE OR ANY CONTENT OR FUNCTIONS THEREOF; OR (B) ANY ACT OR OMISSION, ONLINE OR OFFLINE, OF ANY USER OF THE WEBSITE OR ANYONE ELSE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL LOSS, COST, DAMAGE, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS FEES AND COSTS) THAT YOU MAY SUFFER OR INCUR, UNDER ANY THEORY OF LIABILITY, IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF THE AMOUNT PAID BY YOU, IF ANY, FOR THE RIGHT TO ACCESS OR PARTICIPATE IN ANY ACTIVITY RELATED TO THE WEBSITE OR \$100.00.

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY EVENT OF FORCE MAJEURE OR OTHER CAUSE BEYOND OUR OR THEIR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES. NEITHER WE NOR ANY OTHER INDEMNIFIED PARTY IS RESPONSIBLE OR LIABLE FOR: (A) ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND ANY SITE, SERVICE, SOFTWARE OR HARDWARE; OR (B) ANY DELAY OR FAILURE YOU MAY EXPERIENCE WITH ANY TRANSMISSION OR TRANSACTION RELATED TO THE WEBSITE.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS HEREIN AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

APPLICABLE LAW MAY NOT ALLOW CERTAIN OF THE EXCLUSIONS, LIMITATIONS, OR DISCLAIMERS OF LIABILITY SET FORTH IN THESE TERMS OF USE, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

8. AMENDMENT

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these Terms of Use at any time without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Website following any change to these Terms of Use will constitute your assent to and acceptance of the revised Terms of Use.

9. TERMINATION

These Terms of Use are effective until terminated by either you or us. You may terminate these Terms of Use prospectively at any time by discontinuing your access to and use of the Website and destroying all materials obtained from the Website and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise.

We may terminate these Terms of Use (including your access to and use of the Website) without cause and without notice to you, in our sole discretion. Upon termination, you must cease any access to or use of the Website and destroy all materials obtained from the Website and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise.

The provisions of these Terms of Use, which by their nature should survive the termination of these Terms of Use, shall survive such termination.

10. APPLICABLE LAW AND DISPUTES

These Terms of Use, your rights and obligations, our rights and obligations, and all actions contemplated by these Terms of Use, will be governed by the laws of the United States of America and the State of Texas, without regard to principles of conflicts of law and as if these Terms of Use were a contract wholly entered into and wholly performed within the State of Texas. These Terms of Use will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

11. ELECTRONIC COMMUNICATIONS

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

12. MISCELLANEOUS LEGAL PROVISIONS

We may discontinue the Website at any time and for any reason, without notice. We may change the contents, operation, or features of the Website at any time for any reason, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms of Use or your use of the Website. Nothing contained in these Terms of Use is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Our failure to enforce any provision of these Terms of Use or respond to a breach by you or others shall not constitute a waiver of our right to enforce any other provision of these Terms of Use as to that breach or any other.

If any provision of these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

These Terms of Use constitute the entire agreement between you and us regarding the Website and supersedes any prior or contemporaneous agreement regarding that subject matter.