

**General Terms, Conditions and Notifications
For Access to All Products and Services Offered
By COLD PLANET TECHNOLOGIES, INC.**

01. "**User**" (defined as any person, corporation, or facility that accesses or orders any service) is requesting that COLD PLANET TECHNOLOGIES, INC., (CPT) provide **User** with access to COLD PLANET TECHNOLOGIES, INC., (CPT)'s computer-based electronic mail system(s), bulletin board system(s) {BBS(S)} and investigative support system(s), and all other directly related systems and/or services, all of which systems and services are hereinafter referred to as COLD PLANET TECHNOLOGIES, INC., "CPT Systems".

User states that he or she is a licensed attorney and is engaged in the practice of law, or is representing a law firm engaged in the practice of law; or is an attorney representing local, state, or federal agency; any regulatory agency of any local, state or federal governmental entity; and that all services obtained, ordered, received, or used by **User** is done under the attorney work-product doctrine, the attorney-client privilege, and other related privileges.

USER further certifies that any order placed with COLD PLANET TECHNOLOGIES, INC., through its systems, or by telephone, fax, e-mail or any other form of electronic or mail-based medium complies with any and all aspects of all other appropriate local, state and federal regulations and laws. **User** understands and certifies that it has conducted a careful examination of the law and facts surrounding any request and has a lawful permissible purpose for obtaining any data from CPT.

CPT explicitly states that it is **NOT A CONSUMER CREDIT REPORTING AGENCY**, and that it is the sole burden of the **USER** to determine whether any and all such orders comply with the applicable laws. CPT is not a law firm and has no expertise in any of these laws and relies solely upon the expertise of counsel in determining whether such searches do or do not comply with any and all such laws, regulations or rulings.

02. **USER** understands and agrees that this (**USER**) Agreement shall govern and apply to any and all usage of and access to any CPT system and/or service by any and all methods and means including, but not limited to, access by written, telephonic, electronic or oral (voice) means.

03. **USER** agrees to accept all services as provided and billed. **USER** hereby agrees that all services ordered and paid for via Master Card or VISA, cannot, under any circumstances whatsoever, be charged back to CPT and any claim **MUST** be processed directly with CPT and shall not be resolved via Master Card or VISA. **USER** also waives any and all rights to dispute any charge made on a VISA or MASTER CARD, now and forever, but may file a claim directly against CPT via a court of competent jurisdiction. **USER** also agrees that the Terms and Conditions herein are superior to any Master Agreement that may exist under the Master Card and VISA Agreements, and superseded the same as it relates to any right to dispute a charge.

USER also agrees that any charge placed on its Master Card or VISA is deemed to be valid at the time of the charge and cannot be disputed with the **USER's** Bank, Merchant Bank or Merchant ATM Bank. **USER** also waives all rights regarding receipt of reports and services via email and agrees that reports or services ordered from CPT may be delivered by email, regular US Postal Service or private courier service.

04. The receipt by **USER** of passwords and/or any other information which will enable **USER** to access any COLD PLANET TECHNOLOGIES, INC., (CPT) owned and/or operated system(s), and any use of these passwords and/or other information by **USER**, shall constitute unconditional and complete acceptance by **USER** of all Terms and Conditions stated herein. Thereafter, the continued use by **USER** of **User's** assigned password(s) and/or Personal Identification Code(s) ("P.I.D."(s)) and/or any other information enabling and/or allowing **USER** to access any COLD PLANET TECHNOLOGIES, INC., (CPT) owned and/or operated system(s) or service(s) shall constitute continuing unconditional and complete acceptance by **USER** of all Terms and Conditions stated herein, and also of any future revisions or modifications made by COLD PLANET TECHNOLOGIES, INC., (CPT) to this **USER** Agreement. **USER** understands and agrees that revisions and/or modifications may be made by COLD PLANET TECHNOLOGIES, INC., (CPT) to this **USER** Agreement without advance notice to **USER**, by the posting of these revisions and/or modifications in the "General" Section of the BBS.

05. **PASSWORDS AND PIDs ARE NOT TRANSFERABLE.** **USER** understands and agrees that no second or other person is permitted to use a Personal Identification Code ("P.I.D.") issued for the exclusive use of any one (1) person, and also that no password may be used by any person / entity other than the person / entity (or an authorized employee or representative of the person / entity) to whom / which that password has been issued.

06. **USER** understands and agrees that COLD PLANET TECHNOLOGIES, INC., (CPT) is in no way responsible for the safeguarding of the passwords or P.I.D.(s) issued to the **USER**. In the event of any unauthorized access into any COLD PLANET TECHNOLOGIES, INC., (CPT) system(s) by the use of passwords or P.I.D.(s) or other information issued to the **USER**, then **USER** and **User's** representatives and officers shall bear full financial and legal responsibility for any and all access and use of COLD PLANET TECHNOLOGIES, INC., (CPT) systems, including payment for said access and/or usage.

07. **USER** understands and agrees that all requests for, access to and usage of any information and/or Report obtained from / through any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service must be in full compliance with all Federal, State and local laws and regulations. **USER** understands, agrees and hereby states that any and all information obtained from or through any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service will be requested and used for **LAWFUL AND PERMISSIBLE PURPOSES ONLY.**

USER understands and agrees that all information requested will be for **User's** exclusive use and that, if and when required, **USER** will certify for each request the purpose(s) for which the information is sought and also that the information will be used for no other purpose. **USER** specifically understands and agrees that all requests for reports must and will be in full compliance with any and all governing International (Outside of the United States), or US Federal, State and local laws and regulations as it pertains to such data.

USER specifically understands and agrees that COLD PLANET TECHNOLOGIES, INC., (CPT) systems and services are not to be used for any illegal or fraudulent act, or for any obscene act or for harassment of any kind, and that COLD PLANET TECHNOLOGIES, INC., (CPT) reserves the right, without advance notice to **User** or the consent of **User**, to immediately discontinue and/or otherwise disconnect **User's** access to COLD PLANET TECHNOLOGIES, INC., (CPT)'s systems and services in the event that COLD PLANET TECHNOLOGIES, INC., (CPT) believes that **User's** access to any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service is being used for any improper or illegal purpose.

08. Use of any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service is at **User's** own risk. **USER** understands and agrees that COLD PLANET TECHNOLOGIES, INC., (CPT) only provides its **Users** with access to information through COLD PLANET TECHNOLOGIES, INC., (CPT) systems and services, which information is originated by independent databases and/or investigative sources and/or third-parties outside the control and supervision of COLD PLANET TECHNOLOGIES, INC.,(CPT), and that said information is not verified or augmented by COLD PLANET TECHNOLOGIES, Inc., (CPT), and that COLD PLANET TECHNOLOGIES, INC., (CPT) cannot and does not warrant or guarantee the accuracy, completeness, timeliness, correctness, or merchantability or fitness for any purpose of any information, data or Report obtained or ordered from / through COLD PLANET TECHNOLOGIES, Inc., (CPT), and that COLD PLANET TECHNOLOGIES, INC., (CPT) and/or its officers, employees, agents, representatives, **User's**, affiliated companies or entities, suppliers, database providers, independent contractors, etc. shall not be liable in any manner whatsoever for any errors, omissions, or inaccuracies relating thereto.

Users of any and all COLD PLANET TECHNOLOGIES, INC., (CPT) systems and services explicitly acknowledge and agree that all services, systems, files and information are provided "as is" and without warranty of any kind, either express or implied. **Users** of any and all COLD PLANET TECHNOLOGIES, INC., (CPT) systems and services explicitly acknowledge and agree that all services, systems, files and information may contain a degree of error.

Users of any and all COLD PLANET TECHNOLOGIES, INC., (CPT) systems and services explicitly understand and agree that COLD PLANET TECHNOLOGIES, INC., (CPT) and/or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. may at any time edit or otherwise modify files and/or information to conceal and/or protect the identity of source(s) of files and information.

Users of any and all COLD PLANET TECHNOLOGIES, INC., (CPT) systems and services explicitly agree that they do not and will not hold COLD PLANET TECHNOLOGIES, INC., (CPT) and/or its officers, employees, agents, representatives, **Users**, affiliated companies or entities, suppliers, database providers, independent contractors, etc. responsible for the fitness, usefulness or accuracy of any file or information obtained from or through any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service, and that the entire risk of using or acting upon any information obtained from or through any COLD PLANET TECHNOLOGIES, INC., (CPT) system, including the entire cost of any and all necessary remedies, is with those who choose to use COLD PLANET TECHNOLOGIES, INC., (CPT) system(s) and act on any such information.

09. **USER** agrees that under no circumstances will COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. or its officers, employees, agents, representatives, **Users**, affiliated companies, suppliers, database providers, independent contractors, etc. be held responsible or liable for any damages which **User** may suffer as a result of any usage of any COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. system or service including, but not limited to, any damage suffered as a result of interruption of service, delays in message or information delivery, non-deliveries of a message or information, inaccurate or incomplete deliveries of a message or information, misdeliveries of a message or information, or power failures or equipment failures of any kind, or for any delay or failure in performance or nonperformance of any aspect of this Agreement or any interruption of service, resulting directly or indirectly from Acts of God, acts of public enemy, war, accidents, fires, electrical failures, machine failures or unavailability, postal delays, explosions, earthquakes, floods, the elements, strikes, lockouts, labor disputes, governmental orders or regulations, shortages of suitable parts, materials, labor or transportation, or any other cause.

USER understands and acknowledges that **USER** is in no way promised or otherwise guaranteed uninterrupted 24-hour/365-day access to COLD PLANET TECHNOLOGIES, INC., (CPT) systems and services. **USER** agrees that the maximum amount that COLD PLANET TECHNOLOGIES, INC., (CPT) will ever be liable to **USER** (and the maximum amount of any judgment or award) for any reason will be the return of the fees paid to COLD PLANET TECHNOLOGIES, INC., (CPT) by **USER** to access any data or information, to the extent said data or information is found to be the primary basis upon which the **USER** incurred any injury or damage resulting from obtaining any such information or data from or through any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service. **USER** agrees that in no event shall COLD PLANET TECHNOLOGIES, INC., (CPT) ever be liable for any special or incidental or consequential or punitive or exemplary damages of any kind including, but not limited to, any loss of information, profits, business interruption and the like.

10. **USER** agrees to indemnify and hold harmless COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. and its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. from any damages of any kind arising from **User's** use of any information which COLD PLANET TECHNOLOGIES, INC., (CPT) may obtain, provide or transmit at **User's** request, or for any activity which COLD PLANET TECHNOLOGIES, INC., (CPT) and its officers, employees, agents, representatives, affiliated

companies or entities, suppliers, database providers, independent contractors, etc. may undertake in good faith at **User's** request.

USER specifically agrees to indemnify, defend and hold COLD PLANET TECHNOLOGIES, INC., (CPT) and its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. harmless from and against any and all costs and liabilities which may be asserted and/or assessed against Cold Planet Technologies, Inc., (CPT), or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. based upon any use by **USER** of any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service and/or based upon any use by **USER** of any information obtained from / though any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service. This includes any action for damages in any civil court; defense of CPT against any claim by the United States or any Regulatory agency of the United States; or any local, state or federal Grand Jury action. Defense of CPT shall be done by ITS attorneys only, and the costs thereof shall be paid by the **USER**.

11. **USER** hereby acknowledges and agrees that no Electronic Mail or Telecopier (facsimile) transmission system can guarantee the privacy or confidentiality of any communication or telecopier transmission (fax) and that COLD PLANET TECHNOLOGIES, INC., (CPT) does not guarantee or promise that **User's** messages or communications will be held or kept absolutely confidential or private, and that COLD PLANET TECHNOLOGIES, INC., (CPT) assumes no responsibility for the confidentiality, privacy, accuracy, timeliness or completeness of any electronic or facsimile transmission sent through any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service.

12. **USER** understands and agrees that no COLD PLANET TECHNOLOGIES, INC., (CPT) system or service may be used for the transmission of any message or document that, by its transmission, would constitute, or contribute to, or assist in, the commission of a crime.

13. **USER** understands and agrees that all messages and files posted on or accessible through any COLD PLANET TECHNOLOGIES, INC., (CPT) system, service or BBS must strictly conform to strict ethical, legal and professional standards, and may not contain or reveal confidential or illegal information, and that no file or message may contain data which might compromise the national security of the United States or its allies, or violate proprietary or copyright rights, personal privacy, or any federal, state or local law or regulation. **USER** understands and agrees that COLD PLANET TECHNOLOGIES, INC., (CPT) cannot and does not guarantee, or make any representations regarding the fitness, accuracy or legality of any information posted on or accessible through any COLD PLANET TECHNOLOGIES, INC., (CPT) system, service or BBS.

14. **USER** understands and agrees that all messages, files and reports transmitted to **USER** or by **USER** via any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service may be permanently erased and / or purged after thirty (30) days have elapsed from the date of transmission. **USER** understands and agrees that all facsimiles (faxes) may be permanently erased and / or purged immediately after transmission.

15. COPYRIGHT NOTICE. **USER** understands and agrees that all contents of all COLD PLANET TECHNOLOGIES, INC., (CPT) systems and/or services and/or transmissions are copyrighted by COLD PLANET TECHNOLOGIES, Inc., (CPT), and that the contents of all Bulletin Boards and/or Reports and/or electronic mail and/or any information downloaded and/or read and/or otherwise obtained from or through any COLD PLANET TECHNOLOGIES, INC., (CPT) service or system, and/or obtained in any way through COLD PLANET TECHNOLOGIES, INC., (CPT) may not be published, reissued, revealed, retransmitted or made available in any form by the **USER** to any other person or entity without the express written permission of an officer of COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc., and may be used only in the regular course of **User's** business.

USER is prohibited from otherwise reproducing, causing to be reproduced, or helping any other person to reproduce any such information or any portion of any such information. Any damages for which **USER** may be liable as a result of **User's** breach of the undertakings and understandings of this Agreement shall be in addition to, and not in lieu of, any damages for copyright infringement.

USER is hereby informed that COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. reserves all rights, trademarks, title, interest and copyrights to the manuals, forms, price lists and proprietary information contained in or in any way connected to any and all COLD PLANET TECHNOLOGIES, INC., (CPT) transmissions and communications, both electronic and written.

USER is hereby informed that reprinting or use of any COLD PLANET TECHNOLOGIES, Inc., (CPT), names, logos, phrases, service agreements, **User** agreements, manuals and/or written materials without the express written permission of COLD PLANET TECHNOLOGIES, INC., (CPT) may be a violation of copyright, trademark and service mark laws. **USER** agrees that any data or information placed on any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service by **USER** may be copied, edited, reproduced or published by COLD PLANET TECHNOLOGIES, Inc., (CPT).

16. **USER** understands and agrees that **USER** may not use any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service for advertising or solicitation of any kind without the express written permission of COLD PLANET TECHNOLOGIES, Inc., (CPT), and that solicitation or advertisement on any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service by **USER** for or on the behalf of any other BBS or online service will result in the immediate termination of **User's** access to all COLD PLANET TECHNOLOGIES, INC., (CPT) systems.

17. DEPOSIT AND USAGE FEES. In order that the **USER** be provided with the use of COLD PLANET TECHNOLOGIES, Inc., (CPT)'s systems and services, the **USER** agrees to pay at this time a nonrefundable account activation charge of: _____ US dollars (\$ _____), and also hereby places on deposit with COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc., a nonrefundable deposit in the amount of: _____ US dollars (\$ _____), to be applied whenever COLD PLANET TECHNOLOGIES, INC., (CPT) deems appropriate against **User's** invoices and charges, or to be held as security and/or final invoice payment.

USER understands and agrees that COLD PLANET TECHNOLOGIES, INC., (CPT) may set a credit limit for **USER** at an amount equal to the amount **USER** has placed on deposit. Further, in order to obtain access to the portion of the COLD PLANET TECHNOLOGIES, INC., (CPT) systems known as the Investigative Support Service (ISSI), **USER** agrees to order / purchase a monthly minimum of _____ Dollars (\$ _____) of Request Code(s) or other information from the Investigative Support Service.

This monthly minimum amount of: _____ Dollars (\$ _____) will be payable and due regardless of any other **USER** activity or payment. **USER** also understands and agrees that **USER** will be charged / invoiced for all Request Codes and/or other information ordered / purchased, at whatever the prevailing charge(s) for that Request Code or information may be at the time said Request Code or information is ordered / purchased. **USER** further understands and agrees that **USER** will be charged / invoiced for each minute, or part thereof, that **USER** is connected to or in communication with any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service, at whatever the prevailing per-minute connect-time charge(s) may be at the time the **USER** is connected to or in communication with COLD PLANET TECHNOLOGIES, Inc., (CPT)'s systems or services. **USER** understands and agrees that all fees, charges and costs are subject to change without notice, and that continued usage of COLD PLANET TECHNOLOGIES, INC., (CPT) systems and services will constitute unconditional acceptance by **USER** of any pricing changes. **USER** understands and agrees that suspension or termination of **User's** access to COLD PLANET TECHNOLOGIES, INC., (CPT) systems or services does not relieve **USER** of **User's** obligation to pay for any and all charges incurred prior to termination.

18. **USER** agrees to pay all invoices upon presentation and in some cases, all invoices must be prepaid by wire transfer or credit card. **USER** understands and agrees that the primary method of transmission of all invoices and/or Statement(s) of Charges by COLD PLANET TECHNOLOGIES, INC., (CPT) to the **USER** will be via electronic mail for online / electronic access **Users**, and via US Postal Service regular mail to all other **Users** **USER** agrees to pay all invoices with a money order payable in US Dollars, or with a draft or check drawn on a bank in the United States and payable in US Dollars **USER** understands and agrees that COLD PLANET TECHNOLOGIES, INC., (CPT) may accept partial payments or late payments or any payments marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law. **USER** further understands and agrees that COLD PLANET TECHNOLOGIES, INC., (CPT) accepting any such payments does not indicate COLD PLANET TECHNOLOGIES, Inc., (CPT)'s willingness to change this Agreement in any way.

19. **USER** understands and agrees that COLD PLANET TECHNOLOGIES, INC., (CPT) does not guarantee, warranty or otherwise promise to provide or obtain any specific result or information in connection with any investigation or request or report or database access or any other work or activity conducted or undertaken or attempted by COLD PLANET TECHNOLOGIES, INC., (CPT) on the behalf of and/or at the request of the **User**.

The **USER** is and will be invoiced / charged, and the **USER** hereby agrees to pay in full, any and all prevailing applicable charges and costs for databases accessed and/or work and/or activity of any kind conducted by COLD PLANET TECHNOLOGIES, INC., (CPT) on **User's** behalf and/or at **User's** request, regardless of the (resulting) data or information provided to or obtained by the **USER**, including Reports stating or reporting a negative or "no record located" result.

USER additionally understands and acknowledges that when requests, data or information submitted to COLD PLANET TECHNOLOGIES, INC., (CPT) by the **USER** are inaccurate, misspelled or incomplete, it can directly cause and result in no data or incorrect data or information being returned / provided to the **USER**, and **USER** is aware and agrees that **USER** is and will be charged for databases accessed or work or activity conducted / performed based on **USER** provided information or input data, whether or not the data or information provided by **USER** is / was accurate or complete.

20. **USER** understands and agrees that should any sums of money payable to COLD PLANET TECHNOLOGIES, INC., (CPT) pursuant to this agreement not be paid by **USER**, thereby creating a need for COLD PLANET TECHNOLOGIES, INC., (CPT) to incur any legal or collection or other expense in connection with COLD PLANET TECHNOLOGIES, Inc., (CPT)'s efforts to collect these monies due, then **USER** must reimburse COLD PLANET TECHNOLOGIES, INC., (CPT) in full for any and all legal and/or collection and/or other expenses including, but not limited to, attorney's fees and compensation for any time which representatives of COLD PLANET TECHNOLOGIES, INC., (CPT) must expend to collect these monies.

USER also understands and agrees that **USER** must reimburse COLD PLANET TECHNOLOGIES, INC., (CPT) in full for any and all legal fees which COLD PLANET TECHNOLOGIES, INC., (CPT) or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. may be required to pay should COLD PLANET TECHNOLOGIES, INC., (CPT) or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. need to retain legal representation to protect their rights and/or interests in connection with any situation of any kind arising from COLD PLANET TECHNOLOGIES, INC., (CPT) agreeing to provide **USER** with access to any COLD PLANET TECHNOLOGIES, INC., (CPT) system or service. **USER** understands and agrees that all legal fees incurred by COLD PLANET TECHNOLOGIES, INC., (CPT) and/or its officers, employees, agents, representatives, affiliated companies or entities, suppliers, database providers, independent contractors, etc. must be reimbursed by **USER** within thirty (30) days of COLD PLANET TECHNOLOGIES, Inc., (CPT)'s written request.

21. **USER** further understands and agrees that all unpaid balances of monies payable to COLD PLANET TECHNOLOGIES, INC., (CPT) will have a one-and-one-half percent (1-1/2%) bookkeeping and file maintenance charge added to the outstanding balance each month.

22. **USER** understands and agrees that this agreement is enforceable either: a) in accordance with the laws of the District of Columbia (Washington DC) or b) in accordance with the laws of the State of Wisconsin, solely at the option of COLD PLANET TECHNOLOGIES, Inc., (CPT),

and regardless of whether or not **USER** has established contacts within the State of Wisconsin or the District of Columbia. **USER** further agrees that any claims or legal action against COLD PLANET TECHNOLOGIES, INC., (CPT) or related to COLD PLANET TECHNOLOGIES, INC., (CPT) must be instituted within one (1) year after the claim or cause of action has arisen, or be barred, and can only be instituted in the State of Wisconsin.

23. This Agreement is not assignable by **USER** without the prior written consent of a corporate officer of COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc.

24. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

25. **USER** understands and agrees that COLD PLANET TECHNOLOGIES, INC., (CPT) may cancel this agreement and terminate **User's** access to any or all COLD PLANET TECHNOLOGIES, INC., (CPT) systems and services, for any reason that COLD PLANET TECHNOLOGIES, INC., (CPT) sees fit, without advance notice to **USER**. Notwithstanding any other provision hereof regarding termination or suspension of this **USER** Agreement by COLD PLANET TECHNOLOGIES, Inc., (CPT), COLD PLANET TECHNOLOGIES, INC., (CPT) may, at any time and without prior notice, discontinue all service, or any portion of services, to **USER** if COLD PLANET TECHNOLOGIES, INC., (CPT) has reason to believe that any portion of this agreement has been breached or violated by the **USER** .

26. All notices, correspondence and payments from **USER** to COLD PLANET TECHNOLOGIES, INC., (CPT) shall be sent to: COLD PLANET TECHNOLOGIES, INC., (CPT), INC., 105 E Street SE., Washington, DC. All notices, correspondence and invoices from COLD PLANET TECHNOLOGIES, INC., (CPT) to **USER** shall be sent to **USER** at the address provided following "Office Address of **USER** (7): ", on Page One (1) of this Agreement.

27. **USER** understands that completion of this (**USER**) Agreement and submission of this (**USER**) Agreement to COLD PLANET TECHNOLOGIES, INC., (CPT) does not guarantee that access to COLD PLANET TECHNOLOGIES, Inc., (CPT)'s systems and services will be granted to **USER**.

28. Should any term and/or condition and/or portion of this agreement be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this agreement without affecting the legality or enforceability of the remaining terms and/or conditions and/or portions of this agreement.

FCRA NOTICE: COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. is not a consumer reporting agency, as defined by the Fair Credit Reporting Act ("FCRA"). COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc.'s products **must not be used for purposes restricted under the FCRA, unless you have a permissible purpose to use such services.**

COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. is providing you with this notice so that you will not use COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc., for purposes specified by the FCRA. COLD PLANET TECHNOLOGIES, INC., (CPT) Inc. provided databases and data must only be used to confirm information provided by your subject for comparison against our database sources, and must not be used in whole or in part to determine consumer eligibility for employment, credit, insurance, or any other purpose for which a consumer credit report would be requested. COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. is NOT a consumer credit reporting agency as defined under FCRA, and shall not be used as one.

ECPA NOTICE: COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. reserves the right to monitor any and all communications through or with COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc.'s facilities. Each **User** agrees that COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. is not considered a secure communications medium for the purposes of the ECPA and that no expectation of privacy is afforded.

All subscribers are reminded that COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. services may be used only for lawful purposes.

Transmission of or solicitation for reception of any material which violates any US Federal law(s), any state law(s); any city legal code(s) or ordinance(s) or any of the laws governing the locality where the **User** resides is prohibited. This includes material which is legally obscene, threatening, and libelous or violates any provision of intellectual-property law or material which would be illegal to distribute to any person of any age within the boundaries of the United States of America, including, but not limited to, adult materials.

COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. is not responsible for any materials transmitted or obtained over the Internet. The **User** agrees to indemnify, hold harmless and defend COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. from any legal action, which results from their use of COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc.'s systems, without limitation. The transmission of unsolicited advertising through electronic mail and Usenet postings is explicitly prohibited.

Each **User** agrees to respect the Copyright of all data items.

COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. is not responsible for the contents of the **User's** mailbox, any personal storage, or other materials in **User's** mailbox or Report box at the time of termination of services, regardless of the cause of termination, or at any other time. COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. does not provide mail or web page forwarding at termination.

Each **User** agrees that the security of their account(s), including data stored, transmitted and received through it, is their sole responsibility. Each **User** further agrees that if they believe their account security has been compromised in any way, to notify COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. immediately via telephone and via US Mail.

Each **User** agrees that they are responsible for any and all use made of their account(s) until they so notify COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. in the event of an intrusion.

COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. does not guarantee the safety and security of any transmission(s). COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. retains any and all access to any and all service(s) or locations(s) attached to the Internet at its discretion.

Material passed via COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. to or from other networks must comply with the other networks rules and regulations. Each **User** agrees that COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. has the right to cooperate in any investigation which is requested by parties alleging that a **User** may have violated any law which is enforceable in that **User's** jurisdiction and/or in COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc.'s jurisdiction. This also includes any provision of this agreement.

Each **User** agrees that COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. has the right to turn over any evidence of illegal activity to the appropriate authorities that COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. may discover in the course of any investigation requested by an outside party, or discovered in the routine operation and maintenance of the COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc.'s services and network components.

COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. may be required by law to disclose and release information it may have to officials of the law. This includes all federal, state, and local jurisdictions. Each **User** agrees and understands that the disclosure of such information will be upon presentation of a valid order of a court.

Each **User** agrees and understands that COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc.'s counsel, Stephen E. Kravit, of the law firm of Kravit, Gass, Hovel and Leitner, and Thomas E. Wilson, of the law firm of Berliner, Corcoran and Rowe, are the sole judges as to the validity of any court order or subpoena is considered proper and final and shall advise CPT accordingly.

Each **User** further agrees that COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. shall give notice to the **User** upon service of any legal process and shall not act to interfere in any way with any privilege that **User** may wish to assert. CPT shall not cooperate or volunteer any information to any person, organization, institution or governmental agency without the express written permission of the **User**.

Each **User** agrees not to attempt to cause, or actually cause, any disruption of service on COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. or any other network or subscriber, including, but not limited to malicious traffic generation, attempted or actual violation of any security system in place on the Internet and its resources, or any unauthorized access to any computer or resource on the Internet.

COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. does not guarantee connectivity at any time, for any length of time or at any speed. COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. makes no warranties or representations of merchantability or fitness for any purpose. COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. is not responsible for any loss a **User** may suffer

as a result of using COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. owned or operated services, including but not limited to, loss resulting from delays in service, incorrect or incomplete delivery of information, possible computer viruses, operating system failure or interruption of service, regardless of cause. COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. is not responsible for any information or computer data lost because of COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc.'s software/service installation or usage. Additional statements such as representations, whether oral or written, do not constitute warranties by COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. and should not be relied upon.

Each **User** agrees not to attempt to defeat any idle timer or system tool intended to enforce the part-time and personal nature of your connection, including the use of ping-bots and other methods of avoiding timed connection. Each **User** agrees to remain signed onto the network only when actually making use to same and to disconnect when idle for significant periods of time (more than 3 minutes). Each **User** authorizes COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc. to enforce this restriction by appropriate software and network measures, automated or manual.

This agreement constitutes the complete agreement between COLD PLANET TECHNOLOGIES, INC., (CPT) and **USER**, and may be modified only in writing, and any such modification must be signed by a corporate officer of COLD PLANET TECHNOLOGIES, Inc., (CPT), Inc.

ADDITIONAL REQUIREMENTS AND COVENANTS

The following terms and conditions govern your access to and use of the COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® and any service, product, database, information, data, or source that is provided to you by CPT.

1. LICENSE; RESTRICTIONS ON USE

1.1 You are granted a nonexclusive, nontransferable, limited license to access and use COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® in accordance with these Terms and Conditions for COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® . Your use of the Online Services and Materials (as defined in the General Terms and Conditions), is governed solely by the General Terms and Conditions, regardless of whether such use is in connection with or otherwise related to your use of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS®.

1.2 All right, title, and interest (including all copyrights and other intellectual property rights) in COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® (in both print and machine-readable forms) belong to the provider of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® ("Provider") or its third party suppliers of materials. You acquire no proprietary interest in COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® . You may not remove or obscure the copyright notice or other notices contained in information, products, and software retrieved from COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS®.

1.3 You and other third parties with access to COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® may use COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® to distribute, display, transmit or publish, via electronic mail, bulletin board posting or otherwise, information, materials or other works of authorship to other **Users** of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® ("hyperlinks, URL's or web addresses"). You will ensure that all hyperlinks, URL's or web addresses made, distributed, displayed, transmitted or published by you comply with all requirements established and published by COLD PLANET TECHNOLOGIES, INC., (CPT) herein and elsewhere in COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , as well as with all applicable laws, rules and regulations. hyperlinks, URL's or web addresses may not infringe or otherwise violate the rights of COLD PLANET TECHNOLOGIES, INC., (CPT) or any third parties, including but not limited to intellectual property and other ownership rights (including copyrights and trademarks), privacy rights, and publicity rights. All hyperlinks, URL's or web addresses must be in good taste and shall not contain any profanity, vulgarity, pornography or other content that may be reasonably considered offensive.

1.4 "Provider" is defined as any URL, HTTP, WWW, or hyperlink address that you find directly, indirectly through the ARADS® site. The ARADS® site is intended to be non-comprehensive in nature and is a self-search intended sight that uses highly proprietary intention-based, relational databases owned by CPT. **User** shall not attempt to copy any content of the coldplanettechnologies.com site, including but not limited to any logo, pictures, graphics, hyperlinks, database formats, or URL links. Access by **User** is done to allow hyperlinks, URL's or web addresses to facilitate the exchange of information between you and other on-line sites contained in the Attorneys Restricted Database System (ARADS®) site.

Provider does not hold itself out as a publisher with respect to hyperlinks, URL's or web addresses by you or any other **Users** of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® . Accordingly, Provider does not represent that it will read and/or otherwise screen hyperlinks, URL's or web addresses for content or compliance with these Terms and Conditions for COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® . Provider does reserve the right to utilize screening software and to block or remove any hyperlinks, URL's or web addresses that it is made aware of via this screening software, complaint, or otherwise and that it believes, in its sole discretion, to violate the terms, conditions, or spirit of these Terms and Conditions for COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® ; however, Provider does not guarantee that it will so block or remove any or all such hyperlinks, URL's or web addresses.

1.5 COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® is not intended to be or contain legal advice. The opinions and advice found on COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® are those of the author and not necessarily those of Provider. Provider makes no representations with respect to the information in COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , which includes hyperlinks, URL's or web addresses, including but not limited to its accuracy, completeness, timeliness, reliability, or relevancy in a particular jurisdiction.

1.6 Except with respect to products or services expressly designated as otherwise, the Internet, and COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® as an Internet-based service, is an open environment and therefore unsecured (i.e. third parties may be able to read your mail or otherwise monitor your actions). You will refrain from including in any hyperlinks, URL's or web addresses or otherwise disclosing on or in connection with your use of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® any confidential information, except in connection with use of products or services expressly designated.

1.7 By making hyperlinks, URL's or web addresses on COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® you grant to Provider a perpetual, royalty-free, fully paid-up worldwide license to use, distribute, sublicense, lease and market (directly or indirectly through agents and distributors), display, perform, modify and have modified, reproduce, copy and have copied, publish and prepare derivative works thereof in any form and format and in any media in existence or hereinafter developed, the hyperlinks, URL's or web addresses and any and all information contained therein.

1.8 You may not decompile, reverse engineer, disassemble, rent, lease, loan, sublicense, and create derivative works from COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS®, which includes the information and software made available therein. You may not copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes the ARADS® site of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS®, except to the extent required in order for you to use COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® in the manner expressly intended by CPT. You may not use or otherwise export or re-export the services, products, or ARADS® board of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® in violation of the export control laws and regulations of the United States of America.

1.9 There is not necessarily a relationship between Provider and the third party owners of any websites accessible through hot links in ARADS® and those third party owners and their licensees retain all right, title and interest (including all copyrights and other intellectual property rights) in such third party websites and the materials available therein.

1.10 You may provide hot links to COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® from locations outside COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® provided (a) you link only to the home page www.coldplanettechnologies.com or (b) you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice or other notices in COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS®, (c) you give Provider notice of such link by sending an e-mail message to dberlin@coldplanettechnologies.com and (d) you discontinue providing hot links to COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® if notified by CPT. .

1.11 If COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® is accessed by any local, state or federal governmental agency, which is contrary to this agreement, CPT shall revoke all access and terminate this license immediately. Use, duplication or disclosure of the software included in COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® by the US Government and parties acting on its behalf is governed by, and subject to the restrictions set

forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Unless such software expressly states otherwise, the contractor/manufacturer of the software is COLD PLANET TECHNOLOGIES, Inc., 105 E Street SE., Washington DC 20003.

1.12 Other provisions that govern your use of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® are set forth in online notices appearing in connection with certain information, products, software, services, or features of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® (collectively, the "Additional Terms"), all of which are incorporated by reference herein. Your use of any information, products, software, services, or features of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® that are subject to Additional Terms constitutes your acceptance of the respective Additional Terms. If you do not agree with any Additional Terms, do not use the respective information, software, product, service or feature.

2. ACCESS TO COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS®

2.1 Only individuals who are legal professionals, as defined by COLD PLANET TECHNOLOGIES, INC., (CPT) in its sole discretion, and other select individuals will be authorized to access and use COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS®. In addition, certain information, products, software, services and features of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® may be restricted to certain categories of legal professionals, as defined and qualified by Provider in its sole discretion. COLD PLANET TECHNOLOGIES, INC., (CPT) will utilize the information you provide on the Customer Information Form(s) (I) to determine, in its sole discretion, whether you are eligible to access and use COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® and the information, products, software, services, and features contained therein, (ii) to provide information to you from COLD PLANET TECHNOLOGIES, INC., (CPT) and third parties, and (iii) for other purposes that COLD PLANET TECHNOLOGIES, INC., (CPT), in its sole discretion, determines appropriate. COLD PLANET TECHNOLOGIES, INC., (CPT) does not authenticate the identities of **Users**, except in connection with products or services wherein it is expressly designated otherwise.

2.2 Information, products, software, services and features may be added to or withdrawn from COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® and COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® otherwise changed without notice.

3. WARRANTY DISCLAIMER

3.1 COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® is provided on an "as is", "as available" basis and COLD PLANET TECHNOLOGIES, INC., (CPT) and each third party supplier expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose, and non-infringement.

4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to (a) any errors in or omissions from COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , including but not limited to any hyperlinks, URL's or web addresses, (b) any third party websites or content therein directly or indirectly accessed through hot links in COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , including but not limited to any errors in or omissions therefrom, (c) the unavailability or interruption of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® or any portion thereof, (d) your use of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® (regardless of whether you received any assistance from a Covered Party in using COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS®), (e) your use of any equipment or software in connection with COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , (f) the content of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , including but not limited to any hyperlinks, URL's or web addresses, (g) blocking, removal or the failure to block or remove hyperlinks, URL's or web addresses, or (h) any delay or failure in performance.

4.2 "Covered Party" means COLD PLANET TECHNOLOGIES, INC., (CPT), its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of COLD PLANET TECHNOLOGIES, INC., (CPT) or its affiliates.

4.3 The aggregate liability of a covered party in connection with any other claim arising out of or relating to COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® shall not exceed the less than of (i) the amount paid by you to COLD PLANET TECHNOLOGIES, INC., (CPT) for access to and use of exchange (excluding access to and use of the online services and materials) over the past twelve (12) months, or (ii) \$200. Your right to monetary damages in that amount shall be in lieu of all other remedies that you may have against any covered party.

4.4 The covered parties shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, attorneys' fees), lost profits or lost savings in any way due to, resulting from, or arising in connection with COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS®, including postings, or the failure of any covered party to perform its obligations, regardless of any negligence of any covered party.

5. USER REPRESENTATIONS; INDEMNIFICATION

5.1 You hereby represent and warrant that (a) the information you have provided on the Customer Information Form is true and accurate, (b) you will at all times comply with all applicable laws, rules, and regulations with respect to your use of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , (c) you will not use COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , in connection with any illegal act, or violate any local, state or Federal law which may apply to the reason or permissible purpose that you may or may not have in obtaining, contracting, using or reusing the services if CPT. You will make no postings or otherwise, to infringe, misappropriate or violate the rights of COLD PLANET

TECHNOLOGIES, INC., (CPT) or third parties, (d) you will only make hyperlinks, URL's or web addresses of such information to which you have sufficient rights to grant the license set forth in Section 1.7 above, (e) you will not knowingly include in hyperlinks, URL's or web addresses or otherwise introduce to or through COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® any viruses or other items of a destructive nature, and (f) you will comply at all times with these Terms and Conditions for COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , including the Additional Terms, as they may be amended from time to time by COLD PLANET TECHNOLOGIES, INC., (CPT).

5.2 You will indemnify and hold harmless COLD PLANET TECHNOLOGIES, INC., (CPT) and all Covered Parties against any and all judgments, settlements, penalties, costs and expenses (including attorneys' fees) paid or incurred in connection with claims due to, resulting from or arising in connection with any information, services, data, or electronic media that you obtain from Cold Planet Technologies, Inc., ARADS®, or its sources or providers. Links that are made distributed, displayed, transmitted or published by you, including but not limited to those attributable to (a) infringement, misappropriation or violation of any copyrights or other proprietary rights of any third party, and (b) errors in or omissions from such links.

6. MISCELLANEOUS

6.1 These Terms and Conditions for COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , including the Additional Terms, may be changed by COLD PLANET TECHNOLOGIES, INC., (CPT) from time to time immediately upon notice. Your access to COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® may be terminated immediately upon notice to COLD PLANET TECHNOLOGIES, INC., (CPT) if any change is unacceptable. Continued use of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® following any change constitutes acceptance of the change.

6.2 You may terminate your access to COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® immediately upon notice to COLD PLANET TECHNOLOGIES, INC., (CPT). COLD PLANET TECHNOLOGIES, INC., (CPT) may suspend or discontinue providing COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® to you with or without cause and without notice. COLD PLANET TECHNOLOGIES, INC., (CPT) may pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

6.3 Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed electronically in COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® by COLD PLANET TECHNOLOGIES, INC., (CPT). Notices shall be deemed to have been properly given on the date deposited in the US mails, if mailed; on the date first made available, if displayed upon the web site of COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® ; or on the date received, if delivered in any other manner. Notices to you may be sent to any of the addresses provided by you on the Customer Information Form. Except as expressly directed otherwise by COLD PLANET TECHNOLOGIES, INC., (CPT) herein or elsewhere.

6.4 The failure of COLD PLANET TECHNOLOGIES, INC., (CPT) to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 You may not assign your rights or delegate your duties under these Terms and Conditions for COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® .

6.6 These Terms and Conditions for COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® shall be governed by and construed in accordance with the laws of the State of Wisconsin as they apply to agreements made and solely performed therein.

6.7 Any controversy or claim arising out of or relating to these Terms and Conditions for COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , or the breach thereof, will be settled by binding arbitration conducted before one arbitrator who is knowledgeable in computer and cyberspace law. The site of any such arbitration will be in Milwaukee, Wisconsin. The arbitration will be conducted in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator will be binding and conclusive on the parties and judgment upon such award may be entered in any court having jurisdiction thereof. Each party will bear its own costs and expenses, including fees and expenses of counsel, associated with the arbitration.

6.8 These Terms and Conditions for COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® , including the Additional Terms, constitute the entire agreement between the parties with respect to the subject matter hereof. All prior agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter hereof are superseded and canceled in their entirety.

6.9 If any provision hereof is adjudged to be invalid, void, or unenforceable, the parties agree that the remaining provisions hereof will not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the parties, and that these Terms and Conditions for COLD PLANET TECHNOLOGIES, INC., (CPT) or ARADS® will in any event remain valid and enforceable.

6.10 Except as specifically provided, you are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the ARADS® site. You may not print or download materials without expressed written.

Signed:

DATE: _____

PLACE: _____

X _____

Cold Planet Technologies, Inc.

105 E Street SE.,

Washington DC 20003

(202) 543-2530

DATE: _____

PLACE: _____

X _____

(ENTER USER NAME HERE)

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