

IODA PROMONET™ TERMS OF USE AND PROMOTIONAL PODCASTING AGREEMENT

This Agreement, with an Effective Date being on the date that the user (the "Podcaster") first indicates Podcaster's agreement to the terms hereof by affirmatively clicking the "I AGREE" button below, is made between Independent Online Distribution Alliance, Inc. ("IODA") and the Podcaster.

WHEREAS IODA desires to obtain promotional exposure for its member record labels and other rightsholders (such members collectively referred to as "Labels" for purposes of this Agreement) to support digital download sales and other digital exploitation; and

WHEREAS Podcaster desires to use, without payment of a license fee, certain material of IODA in the manner described herein;

NOW THEREFORE, the parties agree as follows:

SECTION 1. IODA PROMONET™

IODA is an authorized representative of the promotional rights in certain digital sound recordings (the "Promotracks"), all of which are owned or controlled by IODA's member Labels. The Promotracks are specified within IODA's Promonet™ website located at <http://promonet.iodalliance.com> (hereafter referred to as the "IODA Promonet™"). The availability of specific Promotracks may change from time-to-time. IODA and the Labels have the unencumbered right at any time to designate within the IODA Promonet™ any particular Promotrack(s) as available for podcast use (as defined herein below), or to remove same therefrom.

SECTION 2. LIMITED, PROMOTIONAL LICENSE

(a) IODA grants to Podcaster for the Term a non-exclusive license to use, copy, and incorporate the Promotracks into Podcasts (as defined herein below), and to distribute and (if applicable) perform the Promotracks within such Podcasts on a gratis-basis to visitors to the Podcaster's website located at the URL specified by Podcaster in its application materials submitted to IODA ("Website"), and solely via such Website. IODA also grants to Podcaster corresponding rights to display on the Website information about and in conjunction with the Promotracks, and pertinent album covers and/or other images if same are made available or delivered by IODA to Podcaster.

(b) For purposes of this Agreement, a "Podcast" is an digital file containing a full-length or edited-length Promotrack compiled with other audio files (including fade-ins and fade-outs with other sound recordings, and spoken voice-over tracks predominating in the mix over the Promotrack) into a single program which is made available to visitors to Podcaster's Website for downloading (generally via an XML syndication feed) to a personal audio player to be listened to at the visitor's convenience.

(c) Except as to the aforementioned edits in length, fade-ins, fade-outs and voice-overs, one or more of which Podcaster agrees will be incorporated into the use of each Promotrack in the Podcast, the Promotracks shall not be edited or modified so as to change the fundamental nature thereof. The Promotracks and the Podcasts shall be used solely for promotional purposes, which precludes, without limitation, requiring payment of any kind to receive the Podcast, and/or any use of a Podcast and/or Promotrack which constitutes a commercial sponsorship, endorsement or advertising for any product or service (which includes, without limitation, those of Podcaster). The foregoing notwithstanding, nothing herein shall preclude Podcaster from operating the Website as a commercial endeavor and/or imbedding

commercial messages within any particular Podcast so long as the specific use of any Promotrack meets the aforementioned promotional criteria.

(d) Unless the parties specifically agree otherwise in writing, so long as Podcaster abides by the terms and conditions contained herein, IODA shall be solely responsible for any permissions, consents and payments required for the use of the musical compositions embodied in the Podcasts, including without limitation (but as applicable), mechanical and synchronization licenses; provided that, the foregoing notwithstanding, Podcaster shall be solely responsible for obtaining and paying any public performance licenses required in connection with Podcaster's use of the Promotracks, if applicable.

(e) Podcaster warrants and represents that the Podcasts shall not:

(i) contain hate material, promote violence or discrimination, or contain any other materials deemed unsuitable or harmful to the reputation of the Labels, artists or IODA;

(ii) promote violations of the intellectual property rights of others; or

(iii) be promoted through the use of unsolicited bulk email.

(f) Podcaster agrees not to forge or manipulate headers or identifiers in order to disguise the origin of any Promotracks transmitted via the Promonet™.

(g) Podcaster understands and agrees that certain Promotracks may carry parental advisory warnings and/or contain material that Podcaster or others find offensive, indecent, harmful or objectionable, and Podcaster agrees to bear full responsibility for Podcaster's uses and distributions of the Promotracks as authorized by IODA.

(h) In addition to the terms and conditions contained herein, Podcaster specifically agrees to abide by IODA's Terms of Use, IODA's Privacy Policy, usage reporting requirements, and other guidelines and policies as specified within the Promonet™ website and/or as otherwise furnished to Podcaster.

SECTION 3. ACCESSING PROMOTRACKS FROM THE IODA PROMONET™

When and if authorized by IODA, Podcaster shall be able to log into the IODA Promonet™ and browse currently available Promotracks. Podcaster shall be able to download a copy of a particular Promotrack(s) from the Promonet™ solely for evaluation and incorporation into a Podcast as specified herein.

SECTION 4. PROMOTIONAL CONSIDERATION DERIVED BY IODA/LABELS

In consideration for the use of the Promotrack(s) by Podcaster, Podcaster agrees to:

(a) on the Website, within the Podcast's show notes, in ID3 tags and/or in the XML relating to the Podcast, present appropriate information regarding the Promotrack(s), including the respective artist name, track title, album or release title, and Label, and album cover and other artwork/images, as applicable;

(b) on the Website, within the Podcast's show notes, in ID3 tags and/or in the XML relating to the Podcast, include one or more "buy" links to digital music retailers which specifically link to a release by the performing artist which contains the Promotrack, and if provided by IODA, links to artist and label websites, and to a physical retailer as well; all links shall be provided by IODA via the Promonet™;

(c) report to IODA, on a weekly basis using the reporting tools found in Podcaster's Promonet™ account and according to the specifications contained thereat (which specifications IODA reserves the right to change from time-to-time), information about all

Podcasts and uses of the Promotracks, including the number of downloads, subscribers, streams (if applicable), and other pertinent data; and,

(d) preferably, but at Podcaster's option, mention via voice-over (i) within the Podcast either directly before or after the Promotrack is performed, or within a fade-in or fade-out of the Promotrack, the Promotrack's title and artist name (at minimum), and (ii) within the Podcast at Podcaster's discretion, that more information about the Promotrack including opportunities to buy are available on the Website.

SECTION 5. TERM

(a) Subject to the remainder of this Section, the Term of this agreement shall begin on the Effective Date hereof and continue until terminated by IODA, such termination effective thirty (30) days after Podcaster receives written notice from IODA thereof, and thereafter Podcaster shall immediately cease all use of the Promotracks; provided that, the period of use of any particular Promotrack released in an authorized Podcast shall be not less than six (6) weeks from the date such Podcast is first distributed by Podcaster as Podcaster so informs IODA via the Promonet™, subject to the remainder of this Section. Thereafter, IODA and/or the respective Label reserves the right to demand that Podcaster cease using the subject Promotrack within the subject Podcast.

(b) In the event of breach of any material term of this Agreement, or of any material term contained in IODA's Terms of Use, IODA's Privacy Policy and IODA's Copyright Policy by Podcaster, this Agreement shall terminate immediately upon notice by IODA to Podcaster of the nature of such breach. In such event, IODA shall not be required to give any prior notice before such termination is effective.

(c) IODA retains the right to immediately terminate the use of any particular Promotrack in the event it reasonably believes that the use thereof cannot be substantiated by the Label offering said Promotrack for podcast use and/or that the continued use thereof may expose said Label to legal liability. In such cases, IODA shall not be required to give any prior notice before such termination is effective.

(d) Upon termination of this Agreement or upon termination of the right to use any particular Promotrack(s) hereunder, Podcaster agrees to cease all uses of such Promotrack(s) and accompanying material (within the Website, the Podcast(s) and/or as otherwise used).

SECTION 6. REPRESENTATIONS AND WARRANTIES

(a) IODA represents and warrants that:

(i) IODA has the right and power to enter into and fully perform all of its obligations under this Agreement;

(ii) IODA has the authority and right to provide Podcaster with the right to utilize the Promotracks throughout the Term of this Agreement provided that the Promotracks are utilized by Podcaster solely in such a manner and for such purposes as are expressly provided in this Agreement;

(iii) Podcaster's use of the Promotracks as provided herein will not infringe upon any third party copyright, trademark, patent, trade secret, or other third party proprietary, intellectual property, or contractual or other right;

(iv) No agreement of any kind previously entered into by IODA will interfere in any manner with the complete performance by IODA of this Agreement;

(v) Other than in connection with public performance licenses as specified herein, if applicable, Podcaster's use of the Promotracks and other supplied items shall not obligate Podcaster to pay any fees, royalties or any other compensation.

(b) Podcaster represents and warrants that:

(i) Podcaster has the right and power to enter into and fully perform all of its obligations under this Agreement;

(ii) Podcaster will comply with all applicable laws in the performance of its obligations hereunder;

(iii) Podcaster will use commercially reasonable efforts to ensure that the Website and Podcasts will comply at all times during the Term with the descriptions provided in this Agreement;

(iv) If applicable, Podcaster will obtain and pay for all requisite permissions and consents in regards the musical compositions embodied in the Promotracks which are not the responsibility of IODA or the Labels, as specified herein;

(v) To the best of its knowledge, Podcaster will not promote the delivery of Podcasts to recipients outside of the territory where Podcaster resides or where the Website's servers are located; and,

(vi) Podcaster shall bear the full responsibility for the contents of the Podcasts other than the Promotracks.

SECTION 7. INDEMNITY

(a) Mutual Indemnification. Each party (an "Indemnifying Party") will indemnify, defend, and hold harmless the other party, its parents, subsidiaries, affiliates, and their respective directors, officers, employees, and agents (an "Indemnified Party"), with respect to any claim, demand, cause of action, or debt or liability brought by or claimed by any third party, including reasonable outside attorneys' fees (collectively "Claims"), to the extent that any such Claim is based upon or arises out of a breach of any of the Indemnifying Party's representations, warranties, covenants, or obligations hereunder.

(b) Indemnification Notice. In claiming any indemnification hereunder, the Indemnified Party will promptly provide the Indemnifying Party with written notice of any Claim which the then Indemnified Party believes falls within the scope of this Section; provided, that the failure to promptly notify the Indemnifying Party will not affect the Indemnified Party's right to indemnification if such delay did not materially prejudice the defense of such Claim. The Indemnified Party may, at its own expense, assist and participate in the defense if it so chooses, provided that the Indemnifying Party will control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the Indemnified Party may not be entered into without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed.

SECTION 8. GENERAL PROVISIONS

(a) Neither party is acting and shall not be treated to be a co-venturer, agent, partner, employee, franchisee or representative of the other party.

(b) Neither IODA nor Podcaster may assign this Agreement or its rights and responsibilities hereunder without the prior written consent of the other party, provided that, IODA may assign its respective rights under this Agreement to an entity that acquires

substantially all of its assets or to a subsidiary or other entity controlled or under its common control.

(c) This Agreement will be construed in accordance with the laws of the State of California, except as to that State's choice of law provisions.

(d) If any provision of this Agreement is deemed unenforceable or void, the balance of this Agreement shall remain in full force and effect. A waiver by either party of any term or condition of this Agreement in any instance will not be deemed or construed as a waiver of such term or condition for the future or any subsequent breach thereof.

(e) All remedies, rights, undertakings, obligations or agreements contained in this Agreement will be cumulative and none of them will limit any other remedy, right, undertaking, obligation or agreement of either party.

(f) This Agreement constitutes the entire agreement between IODA and Podcaster relating to its subject matter, and together with IODA's Terms of Use, Privacy Policy, Copyright Policy, and other information contained within the Promonet™ website, supersedes all prior agreements between IODA and Podcaster, whether oral or written, relating to its subject matter, and may not be modified except in writing as IODA so notifies Podcaster; upon receipt of any such notice of modification, Podcaster may terminate this Agreement by sending written notice to IODA of such intent. In the event of any inconsistency between the terms of this Agreement and IODA's Terms of Use, Privacy Policy, Copyright Policy, and other information contained within the Promonet™ website, the terms of this Agreement shall control.

(g) Notice may be given by any of the following methods and shall be deemed to have been received: upon personal delivery; if sent by fax, upon confirmation of receipt; if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing; if by email or other electronic transmission, upon successful transmission to the email address of Podcaster as Podcaster has specified to IODA in its application submission or as Podcaster later notifies IODA in writing; and if to IODA: legal@iodalliance.com.

(h) If any action or proceeding is commenced under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

SECTION 9. TERMS OF USE

Podcaster further agrees to IODA's standard TERMS OF USE attached hereto (Podcaster referred to as "you" therein).

TERMS OF USE

Welcome to the IODA Promonet™ website, operated by Independent Online Distribution Alliance, Inc. ("IODA"). The Terms of Use ("Terms") set forth a legal agreement between you and IODA, and by applying for an account, you agree to abide by the terms hereof.

1. YOUR REPRESENTATIONS AND RESPONSIBILITIES

In consideration for your application to use of the Promonet™ and the content contained therein, you agree as follows:

(a) You represent and warrant that you are an entertainment industry professional and are being granted access to the Promonet™ website on that basis. You represent and warrant you have all necessary right, power and authority to enter into the Terms and to perform as required under the Terms. You are not barred from receiving the Promonet™ under the laws of the United States or other applicable jurisdiction.

(b) You represent and warrant that you are 13 years old or older. Under United States law, you must be at least 13 years of age to use this website. (Please refer to the Children's Online Privacy Protection Act of 1998).

(c) You represent and warrant that your account is for your sole, personal use (or that of the entity on whose behalf you are entering into the Terms). You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. You agree not to resell or make commercial use of the Promonet™ website or any other content contained therein, including without limitation the collection and use of any search results, listings, data, or other content; any derivative use of this website or its contents; or any use of data mining, robots, screen-scraping, or similar data gathering and extraction tools. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any access to or use of the Promonet™ or the content contained therein except as specifically authorized by IODA in writing.

(d) You represent and warrant that all of the information provided by you to IODA is true, accurate, current and complete (including, but not limited to your name, mailing address, email address, phone number, website address and demographic information of your users and subscribers, and other information in your account). You shall maintain and promptly update your account information to keep it true, accurate, current and complete. You must maintain an accurate, up to date, valid, and regularly checked email address for the purposes of receiving notification of changes to the Terms, and it is your responsibility to ensure that messages from IODA are not being filtered, altered, or blocked by your email software provider.

(e) You are fully responsible for any activity that occurs under your screen name or account, including any violation of the Terms. You are responsible for keeping your password secure and confidential. You agree to notify IODA immediately of any unauthorized use of your password or account or any other breach of security.

(f) You shall not use the Promonet™ for any illegal or unauthorized purpose. You must use the Promonet™ in a manner consistent with any and all applicable local, state, national and international laws and regulations (including, but not limited to, United States copyright law and export control law). International users must comply with all local laws regarding online conduct and acceptable content.

(g) You are aware of our Privacy Policy and our Copyright Policy and agree to abide by their terms.

(h) You shall not abuse, harass, threaten, impersonate or intimidate other Promonet™ users.

(i) You must not upload, pose, email, transmit or otherwise make available any material that contains software viruses, worms, any other code, files or programs of a destructive nature (or designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment) via the Promonet™ and/or in your communications with IODA. You must not interfere with or disrupt the Promonet™ or servers or networks connected to the Promonet™. You must not act in a manner that negatively affects the ability of other Promonet™ users to use the Promonet™.

(j) You shall not modify, adapt or hack the Promonet™ website or any other IODA website so as to imply any false association between IODA and another entity. You must not impersonate any person or entity affiliated with IODA or falsely state or otherwise misrepresent your affiliation with IODA.

2. IODA RIGHTS

IODA reserves the right, but has no obligation, to take any of the following actions in its sole discretion at any time and for any reason, and you agree that we will not be liable to you or any third party for taking any of these actions.

(a) IODA has the sole discretion to approve or deny your application to use the Promonet™ or other content contained therein, and you agree IODA will not be liable to you in any manner whatsoever for any such denial.

(b) IODA may monitor your activities on the Promonet™.

(c) IODA may change, suspend, or discontinue all or any part of the Promonet™ or content available therein, at any time, with or without reason. You acknowledge that the operation of our website may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and IODA shall not be responsible to you or others for any such interruptions, errors or problems or an outright discontinuance of the IODA Promonet™.

(d) IODA may restrict, suspend, or terminate your access to all or any part of the Promonet™, deactivate your account, or delete your account and all related information and files in your account. You acknowledge, consent and agree that IODA may access, preserve, disclose or delete your account information and access to content contained therein if required to do so by law or in a good faith belief that such act is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that your use of the Promonet™ and content contained therein violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of IODA, its users and the public. After a period of inactivity, IODA reserves the right to disable or terminate a user's account. If an account has been deactivated for inactivity, the name associated with that account may be given to another Registered User without notice to you or such other party.

(e) IODA reserves the right to alter the Terms at any time. If the alterations constitute a material change to the Terms, we will notify you via email to the address provided by you. What constitutes a "material change" will be determined at our sole discretion, in good faith and using common sense and reasonable judgment. Notice will be considered to have been delivered once sent. Any use of the Promonet™ after alteration of the Terms will constitute acceptance by you of such changes. Your sole remedy should you not agree with the altered Terms shall be to close your IODA account and to cease use of the Promonet™.

(f) It is possible that unauthorized users, or "hackers", may post or transmit offensive or obscene materials or other wise violate the Terms for using the Promonet™ with intent to harass or injure others. You understand and agree that by using the Promonet™, you may be involuntarily exposed to content that is offensive, indecent, harmful or objectionable. While IODA prohibits such conduct on its website, you understand and agree that IODA cannot be responsible for such content and that your use of the Promonet™ is conducted at your own risk.

3. COPYRIGHTED MATERIAL

(a) You acknowledge that the Promonet™ contains copyrighted material, trademarks, and other proprietary information of IODA and its rightsholders and you agree that except for the limited license granted hereunder, all right, title and interest to the Promonet™ and the content therein remains with IODA and its rightsholders.

(b) The compilation of content on this website is the exclusive property of IODA and protected by U.S. and international copyright laws. All software used on this website is the property of IODA or its software licensors and is protected by United States and international copyright laws.

(c) All trademarks, trade names, service marks and logos (collectively "Trademarks") contained in the Promonet™ are the property of IODA or its respective rightsholders. Without prior permission from IODA, you agree not to display or use the Trademarks in any manner.

(d) One or more patents may apply to this website and to the features and services accessible via the site, and you agree that all rights, title and interest to such patents remain with IODA.

4. INDEMNIFICATION

You agree to indemnify and hold IODA, its officers, directors, employees, agents and its third party rightsholders, harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your connection to or use of the Promonet™, including any breach by you of the Terms and any claims arising therefrom.

5. NO WARRANTIES / LIMITATION OF LIABILITY

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT IODA PROVIDES THE PROMONET™ ON AN "AS IS" AND "AS AVAILABLE" BASIS. IODA MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PROMONET™ OR INFORMATION COLLECTED FOR OR PROVIDED TO USERS UNDER THE TERMS OF USE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, IODA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING OR RELATING TO THE PROMONET™ OR ANY SERVICES PROVIDED TO THE REGISTERED USER UNDER THE TERMS OF USE, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW. IODA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN THE EVENT OF IODA'S BREACH OF WARRANTY, THE SOLE AND EXCLUSIVE REMEDY SHALL BE A REFUND OF THE AMOUNTS PAID FOR THE PROMONET™ BY THE REGISTERED USER.

(b) YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL IODA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE PROMONET™, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR GOODWILL, LOSS OR CORRUPTION OF DATA OR PROGRAMS, PROMONET™ INTERRUPTIONS AND PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF IODA KNOWS OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL IODA'S AGGREGATE LIABILITY, ON ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THE TERMS OF USE, EXCEED THE AMOUNTS PAID BY YOU FOR YOUR PROMONET™ ACCOUNT. CERTAIN JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IF THESE LAWS APPLY TO YOU, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

6. TERM

(a) The Terms shall become effective upon your acceptance of the Terms by clicking on the "I Agree" button with your application submission, and your use of the Promonet™ (if approved) and shall remain in effect in unless terminated hereunder.

(b) Either you or IODA may terminate your account at any time, for any reason or no reason, without explanation. You agree that IODA may, under certain circumstances and without prior notice, immediately terminate your account, any associated email address, and access to the Promonet™. Cause for such termination shall include, but not be limited to: (i) breaches or violations of the Terms or other incorporated terms, policies or guidelines, or breach of any agreement by which you are authorized to use the Promonet™ or any authorization to use any content contained therein, (ii) requests by law enforcement or other government agencies, (iii) a request by you to delete your account, (iv) discontinuance or material modification to the Promonet™ (or any part thereof), (v) unexpected technical or security issues

or problems, (vi) extended periods of inactivity, (vii) you have engaged in fraudulent or illegal activities, and/or (viii) nonpayment of any fees owed by you in connection with your use of the Promonet™, if any are required.

(c) Termination of your account includes (i) removal of access to all offerings within the Promonet™, (ii) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (iii) barring further use of the Promonet™. All terminations shall be made in IODA's sole discretion and IODA shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the Promonet™. In the event of termination by IODA, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information may remain in our system. You may not use any content obtained from the Promonet™ unless otherwise specifically authorized in a separate, continuing agreement with IODA.

7. MISCELLANEOUS PROVISIONS

(a) The Terms shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(b) The Terms and the relationship between you and IODA shall be governed by (and construed and interpreted in accordance with) the laws of California, without regard to its conflict of law provisions or your actual state or country of residence. You hereby irrevocably submit to the personal and exclusive jurisdiction and venue of the federal and state courts serving the City and County of San Francisco, other than for actions to enforce any order or judgment entered by such courts, in the event of any dispute arising out of or relating to the Terms.

(c) If any provision of the Terms shall for any reason be held invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect, and the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision. The failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing.

(d) Unless otherwise explicitly stated, the Terms will survive the expiration or deletion of your account for any reason. IODA may assign any or all of its rights hereunder in the event of a merger or acquisition of all or substantially all of the assets to which the Terms relates.

(e) The parties bear the relationship to each other of independent contractors, and nothing in the Terms shall be deemed to create a partnership, joint venture, or agency relationship between them, nor shall either party have the power or authority by virtue of the Terms to bind the other.

(f) The Terms, accepted upon clicking the "I Agree" button with your application submission, contain the entire agreement between you and IODA regarding the use of this Promonet™, and it supersedes all prior and contemporaneous agreements, promises, representations, warranties, and understandings of the parties regarding the same subject matter. You also may be subject to additional terms and conditions contained within any particular agreement that may apply when you use or purchase certain other IODA service or content contained in the Promonet™ website, provided that, in the event of any inconsistency between the Terms and any such agreement, the terms of the particular agreement shall control. You may also be subject to additional terms and conditions contained within IODA's Privacy Policy or any other policies posted on the website, provided that, in the event of an inconsistency between the Terms and the aforementioned policies, the Terms shall control.

(g) You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Promonet™ or the Terms that you bring must be brought within one (1) year after such claim or cause of action arose or be forever barred.

(h) Nothing in the Terms shall confer any rights or benefits to third parties.

(i) Although we have attempted to outline above the terms on which you may apply for use of the Promonet™, please be aware that the Terms, if accepted by you, create a binding legal agreement between you and IODA. We strongly urge that before accepting the Terms you print out a copy and review it with your attorney or other qualified representatives and if you have no such representatives that you seek same and/or other independent qualified guidance.

Violation of any of the Terms will result in the termination of your IODA account. IODA will not be liable for any loss or damage arising from your use of the Promonet™, including any failure by you or another member of your firm using your account to comply with the Terms. If you provide any information that is untrue, inaccurate, not current or incomplete, or IODA has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IODA has the right to suspend or terminate your account and refuse any and all current or future use of the Promonet™.