

Universal Terms of Service Agreement

These terms and conditions of use (this "Agreement") are by and between RingWord Inc., (RingWord Inc.), a Delaware corporation, and You, Your heirs, agents, successors and assigns ("You" and "Your(s)"), each side a "Party" and together, "the Parties". This Agreement sets forth the terms and conditions of Your purchase or sale of one or more RingWord "Words" (each, a RingWord "Word") with RingWord Inc. or use of other services (the .Services.) offered on www.RingWord.com (.the Website.), a website operated by RingWord Inc., and explains RingWord Inc.'s obligations to You and Your obligations to RingWord Inc. concerning the Services.

BY USING THE SERVICES, SUBMITTING REGISTRATION INFORMATION, CHECKING THE "I AGREE" CHECKBOX AT THE TIME OF REGISTRATION AND/OR EXECUTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT (AS AMENDED FROM TIME TO TIME BY RINGWORD INC. IN ITS SOLE AND ABSOLUTE DISCRETION). IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, DO NOT INDICATE YOUR ACCEPTANCE AND DO NOT USE ANY OF THE SERVICES. BY CONTINUING TO USE THE SERVICES OFFERED BY RINGWORD INC. FOLLOWING A CHANGE TO THIS AGREEMENT, YOU ARE ACCEPTING AND AGREEING TO THE CHANGE.

WHEREAS, RingWord Inc. provides a service through the Website that displays a RingWord Inc. web page that RingWord Inc. owns or controls to users who wish to buy, sell or obtain other services offered on this Website; and WHEREAS, You wish to obtain one or more of the Services;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration herewith, the receipt, adequacy and sufficiency of which are hereby acknowledged, RingWord Inc. and You, intending to be legally bound, hereby agree as follows:

TERM OF AGREEMENT; MODIFICATION; TERMINATION

You agree that RingWord Inc. may modify this Agreement and the Services from time to time. You agree to be bound by any changes RingWord Inc. may reasonably make to this Agreement when such changes are made. If you have used or purchased Services from RingWord Inc., the term of this Agreement shall continue in full force and effect as long as you take advantage of and use the Services. You agree that RingWord Inc. shall not be bound by any representations made by third parties who you may use to purchase Services from RingWord Inc., and that any statement of a general nature, which may be posted on the Website or contained in RingWord Inc.'s promotional materials, will not bind RingWord Inc. RingWord Inc. may, at times, offer certain promotions with different charges and features. RingWord Inc. may, in its sole discretion, add, delete or change any of the services provided or fees charged by RingWord Inc. These will be binding on the date that they become effective, similar to any other revision that is made to this Agreement.

You agree that you will be responsible for notifying RingWord Inc. should you desire to terminate your use of the Services. Notification of your intent to terminate must be provided to RingWord Inc. no earlier than 10 days prior to your billing date but no later than three days prior to your billing date.

You agree that RingWord Inc. may, in its sole discretion, terminate this Agreement, or any commercial activity or other use of the Services provided by RingWord Inc. under this Agreement immediately and without any notice. Without limiting the foregoing, RingWord Inc. may terminate this Agreement (a) if RingWord Inc. determines in its sole discretion that you have acted inconsistently with the obligations or the spirit of this Agreement or of other RingWord Inc. policies; (b) if RingWord Inc. determines in its sole discretion that you have infringed upon or tried to infringe upon the proprietary rights of others; or (c) if any information that you have provided RingWord Inc. is found in RingWord Inc.'s sole discretion to be false or that RingWord Inc. has been unable to authenticate or verify the veracity of such information.

ELIGIBILITY

Only adults who can form legally binding contracts under applicable law can actively participate in the activities conducted through RingWord Inc. By completing the registration information, by opening an account with RingWord Inc., or otherwise participating in commercial activity conducted through the Website, You certify that You are 18 years of age or older, are competent to assume legally-binding obligations, and have the resources available to honor those obligations that you undertake. RingWord Inc. reserves the right to refuse, limit or restrict any of the Services for any reason, at any time, and in its sole discretion.

INFORMATION AND PRIVACY

Even though prohibited by this Agreement and by RingWord Inc.'s general policies, people may provide information that is false, harmful, or deceptive. RingWord Inc. has a Privacy Policy that covers its use of your information (<http://www.RingWord Inc.com.com/privacy.aspx>), which is incorporated herein by reference and the terms of which you acknowledge that you have read and accept and agree to abide by such terms. RingWord Inc. will not use your information in any way inconsistent with the purposes and limitations provided in the Privacy Policy. This policy may change in the future and the then-current policy shall govern at any given point in time. Please check this policy from time to time for possible changes that may have been made. You are solely responsible for any information that you provide to RingWord Inc. or to any other person during and in the course of any activity conducted with regard to and through the Website and the Services provided therein. RingWord Inc. may take any action with respect to such information RingWord Inc. deems necessary or appropriate in its sole discretion in order to avoid potential liability, losses or disruption to the Services. You hereby grant RingWord Inc. a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to exercise any right you have in such information, including copyrights and publicity rights in any media now known or not currently known, in accordance with the RingWord Inc.'s Privacy Policy and to further the goals contemplated by this Agreement.

ACCURATE INFORMATION; VERIFICATION

You agree to maintain accurate information by providing updates to the Website as needed while you are using the Services. You agree that you will notify RingWord Inc. within five (5) business days when any change of the information you provided as part of the application and/or registration process changes. Failure by you, for whatever reason, to respond within five (5) business days to any inquiries made by RingWord Inc. to determine the validity or accuracy of information provided by you will constitute a material breach of this Agreement.

You agree that RingWord Inc. may use and rely on any such information provided by you for all purposes in connection with the Services, subject to RingWord Inc.'s Privacy Policy. If you provide any information that is inaccurate, not current, false, misleading or incomplete, or if RingWord Inc. has reasonable grounds to suspect that your information is inaccurate, not current, false, misleading or incomplete, RingWord Inc. has the absolute right, in its sole discretion, to terminate its Services to you and close your account.

RingWord Inc. has no control over, and specifically disclaims any responsibility for, the accuracy, quality or legality of third-party RingWord "words" (including but not limited to the validity of any trademark or other intellectual property rights thereto), the truth or the accuracy of the listings, the right or the ability of the listed seller to transfer the RingWord "word" or the ability of a buyer to consummate a RingWord "word" transaction. RingWord Inc. cannot and does not control whether or not third-party seller(s) will complete a transaction. Additional risks arise out of dealings with foreign nationals, underage persons or people acting under false pretenses or making deceitful representations, all of which are borne solely by the buyer or seller, as appropriate. RingWord Inc. does not verify or guarantee that users who access the Website are who they claim to be. RingWord Inc. encourages you to exercise reasonable, safe business practices as you would with any other commercial activity.

NO UNLAWFUL CONDUCT OR IMPROPER USE

As a condition of your use of the Services, you agree not to use them for any purpose that is unlawful or prohibited by this Agreement, and you agree to comply with any applicable local, state, federal and international laws,

government rules or requirements. You agree that you will not be entitled to a refund of any fees paid to RingWord Inc. or to a third party for any Services if, for any reason, RingWord Inc. takes corrective action with respect to your improper or illegal use of the Services.

RingWord Inc. reserves the right at all times to disclose any information it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in RingWord Inc.'s sole discretion.

RingWord Inc. has the right, but not the obligation, to monitor your use of the Services and may cancel the Services in its sole discretion. RingWord Inc. reserves the right to terminate your access to the Services at any time, without notice, for any reason whatsoever.

RingWord Inc. reserves the right to terminate Services if your usage of the Services results in, or is the subject of, legal action or threatened legal action, against RingWord Inc. or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit.

Except as set forth below, RingWord Inc. may also cancel your use of the Services immediately and without notice if you are using the Services, as determined by RingWord Inc. in its sole discretion, in association with spam or morally objectionable or illegal activities. Morally objectionable or illegal activities will include, but not be limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which You conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortious, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; illegal access to other computers or networks (i.e., hacking); distribution of Internet viruses or similar destructive activities; and activities designed to harm or use unethically minors in any way.

INTELLECTUAL PROPERTY

You agree that RingWord Inc., holds all rights, title and interest in the Services and all intellectual property related therewith, including other rights related to intangible property, unless otherwise indicated. You acknowledge that no title or interest in such intellectual property rights is being transferred to you and you agree to make no claim of an interest in or to any aspect of the Services.

You understand and agree that all content and materials contained in this Agreement, other policies, the Website, and any affiliated websites, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that RingWord Inc. or its third-party licensors expressly reserves its rights in and to all such content and materials. You further understand and agree that you are prohibited from using, in any manner whatsoever, any of the content or materials described above without the express written permission of RingWord Inc. or its licensors. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to you or conferred upon You by this Agreement or otherwise.

If you hold or assert any trademark, copyright, or other intellectual property right in or to a RingWord "word, or any portion thereof, that is the subject of this Agreement, you do so on your own behalf and not on behalf of any other person and you hereby waive and forever release RingWord Inc. and its third-party service providers, parents, subsidiaries, successors, assigns, attorneys, contractors, agents, employees, officers, directors, shareholders, and affiliates (collectively, the .RingWord Inc. Related Parties.) from any and all claims arising from such rights. To the extent that such waiver and release of claims is determined to be invalid in whole or in part for any reason, you agree that your remedy in any dispute with RingWord Inc. shall be limited to the return of the price paid TO RINGWORD INC. for the RingWord Inc. "word" that is the subject of this Agreement. If you purchased a

RingWord Inc. "word" from a RingWord Inc. seller that is NOT RingWord Inc., you must seek reimbursement from that seller.

REPRESENTATIONS AND WARRANTIES

You, or the individuals who electronically execute this Agreement on your behalf, hereby represent and warrant that they have the right, power, legal capacity and appropriate authority to enter into this Agreement, and that they own and have not transferred to any other person or entity any of the rights, claims or interests that are the subject of this Agreement. You represent and warrant that you are 18 years of age or older, or that you have an agent authorized by law to represent you who is 18 years of age or older who is entering into this Agreement on your behalf. You warrant that each action you take is being done in good faith and that you have no knowledge that your actions in connection with using the Services infringe upon or conflict with the legal rights of a third party or a third party's trademark, trade name, copyright or other intellectual property right.

LIMITATION OF LIABILITY

IN NO EVENT SHALL RINGWORD INC. BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES, YOUR INABILITY TO USE THE SERVICES OR ANY RELATED SOFTWARE, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF RINGWORD INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states may not allow such a broad exclusion or limitation on liability for damages as contained herein. In such states, the foregoing limitation of liability shall be restricted only to the extent required by law. You agree that in no event shall RingWord Inc.'s maximum aggregate liability exceed the total amount paid by you TO RINGWORD INC. for the particular Service in dispute purchased from RingWord Inc.

DISCLAIMER OF WARRANTIES

ALL PRODUCTS, SERVICES, INFORMATION, AND DATA PROVIDED TO YOU UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "WHERE IS" AND WITHOUT ANY WARRANTY OF ANY KIND. RINGWORD INC. EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THE QUALITY AND AVAILABILITY OF TECHNICAL SUPPORT. RINGWORD INC. ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY AFFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY IN CONNECTION WITH ACCESS TO OR USE OF SERVICES UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, RINGWORD INC. FURTHER DISCLAIMS ANY WARRANTY THAT THE FUNCTIONS OR SERVICES PROVIDED BY RINGWORD INC. WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS THEREWITH WILL BE CORRECTED; THAT THE SERVICES PROVIDED BY RINGWORD INC. WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; THAT THE SERVICES PROVIDED BY RINGWORD INC. UNDER THIS AGREEMENT WILL OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA; OR THAT YOU WILL RECEIVE NOTIFICATIONS, REMINDERS OR ALERTS FOR ANY EVENTS FROM RINGWORD INC.. YOU ACKNOWLEDGE THAT RINGWORD INC. CANNOT AND DOES NOT CHECK TO SEE WHETHER ANY SERVICES OR YOUR USE OF THE SERVICES UNDER THIS AGREEMENT INFRINGE THE LEGAL RIGHTS OF OTHERS.

INDEMNIFICATION

You, at your own expense, will indemnify, defend and hold harmless RingWord Inc. and the RingWord Inc. Related Parties against any claim, suit, action, or other proceeding brought against RingWord Inc. or any RingWord Inc. Related Party by you or any third party based on or arising from any claim or alleged claim arising out of: any claim

or alleged claim arising from this Agreement; a third-party claim that a RingWord “word” infringes any copyright, trade secret, trademark or other intellectual property right of a third party; or your use of the Services in any manner inconsistent with or in breach of this Agreement. You will not enter into a settlement or compromise of any such claim without RingWord Inc.'s prior written consent, which shall not be unreasonably withheld. Your obligation under this section extends to any and all costs, damages, and expenses, including, but not limited to, actual attorneys' fees and costs awarded against or otherwise incurred by RingWord Inc. in connection with or arising from any claim, suit, action or proceeding.

WAIVER

No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement through failure to act, delay in action, or otherwise, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed and delivered.

CHOICE OF LAW; FORUM

This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Delaware, without regard to Delaware's laws on the choice of law. The Parties agree that any action relating to this Agreement is subject to the exclusive jurisdiction of the federal and state courts of the Commonwealth of Delaware, and further agree to proper venue in those courts. The prevailing Party in any such action shall be entitled to recover its reasonable attorneys' fees, costs and disbursements incurred in connection therewith.

NOTICE

Any notice or other communication required or permitted to be delivered to RingWord Inc. under this Agreement shall be in writing and deemed properly delivered by certified mail, return receipt requested, to RingWord Inc.

Any notice or other communication required or permitted to be delivered to you by RingWord Inc. under this Agreement shall be deemed properly delivered by e-mail to the contact address that you have provided to RingWord Inc.

ENTIRE AGREEMENT; MERGER; SEVERABILITY

This Agreement, incorporating any other applicable RingWord Inc. policies and any modifications that may be made hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Terms of Sale

These Terms of Sale ("Terms of Sale") are by and between RingWord Inc. (RingWord Inc.), a Delaware corporation, and you, your heirs, agents, successors and assigns (collectively, "Buyer."), each side a "Party" and together, "the Parties". These Terms of Sale set forth the terms and conditions of Buyers purchase of one or more RingWord “words” (each, a .RingWord “word”.) through RingWord Inc.

Buyer agrees to pay the Total Price listed for the RingWord Inc. "word(s)" selected for purchase. RingWord Inc. agrees to transfer the "word(s)" to Buyer for permanently transferring control of the RingWord Inc. "word(s)" within 7 business days of cleared payment from Buyer. If there is a delay in the transfer process for any reason, RingWord Inc. will notify Buyer, either via email or phone, of the transfer status within 72 business hours. To the extent allowed by the law, Buyer agrees to indemnify, defend and hold RingWord Inc. and the RingWord Inc. Related Parties harmless from any and all liability or claims or controversies that may arise due to the sale of the RingWord Inc. "word(s)" or which may arise out of or in connection with these Terms of Sale. RingWord Inc. and Buyer each represent to the other that it has full authority to enter into this these Terms of Sale and perform its obligations hereunder. Buyer agrees to take control of the RingWord Inc. "word(s)" within seven (7) days of sale, and Buyer acknowledges that it is solely responsible for renewing the RingWord Inc. "word(s)" registration(s) with RingWord Inc. prior to the expiration date listed in their account manager.

Buyer represents that it does not hold or assert any trademark, trade name, copyright, or other intellectual property right in or to the RingWord Inc. "word(s)", or any portion thereof, that is the subject of these Terms of Sale. In the alternative, if Buyer does now or intends to in the future hold or assert such rights, Buyer does, on its own behalf, and on behalf of any person Buyer represents, hereby waives any such claims and forever releases RingWord Inc. and the RingWord Inc. and Related Parties from any and all claims arising from such rights. To the extent that such waiver and release of claims is determined to be invalid in whole or in part for any reason, Buyer agrees that its remedy in any dispute with RingWord Inc. shall be limited to return of the price Buyer paid for the RingWord Inc. "word(s)" that is the subject of these Terms of Sale.

Buyer represents that it does not act on behalf of any other person asserting such rights.

RingWord Inc. reserves the right to rescind and/or make null and void the sale of any RingWord Inc. "word(s)" if Buyer fails to take control of the RingWord Inc. "word(s)", in accordance with the instructions provided, within 90 days of the sale of the RingWord Inc. "word(s)". ALL RingWord Inc. "word(s)" SALES ARE FINAL and may be subject to prior sale.

All correspondence to RingWord Inc. should be addressed to RingWord Inc. 22190 W. San Joaquin Drive, Canyon Lake, CA 92587.

This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Delaware, without regard to Delaware's laws on the choice of law. The Parties agree that any action relating to this Agreement is subject to the exclusive jurisdiction of the federal and state courts of the Commonwealth of Delaware, and further agree to proper venue in those courts. The prevailing Party in any such action shall be entitled to recover its reasonable attorneys' fees, costs and disbursements incurred in connection therewith.

Terms & Definitions

Company Name/Legal Owner (Registrant of Record):

The Legal Owner is the legal registrant of a RingWord Inc. "word(s)". Use your full company or organization name as the Legal Owner. If there is no company name, you may use the personal name of the individual registrant, thus you would enter the same name in the Legal Owner field that you entered in the first name and last name fields.

If at a later time you wish to change the Legal Owner you must pay a small fee levied by RingWord Inc., and complete a formal transfer request. All other contact information may be changed at any time via tools provided by the RingWord Inc.

Copyright and Trademark Claims

1. To notify RingWord Inc. that there has been a copyright or trademark violation, please follow the specific instructions in for filing a trademark claim, or (B) filing a copyright complaint.
2. If you are responding to a complaint of infringement, you will need to follow our Counter Notification policy in (C).

Trademark Claims

1. If you (the "Complaining Party") would like to submit a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark (registered with the United States Patent and Trademark Office on the Principal Register or, for foreign marks, registered with the appropriate intellectual property organization of your country, substantiate such claim by providing the following information via email to TrademarkInfringement@RingWord.com. The words "Trademark Infringement" should appear in the subject line.

You must include the following information:

- The trademark, service mark, trade dress, name, or other indicia of origin ("mark") that is claimed to be infringed, including registration number.
- The jurisdiction or geographical area to which the mark applies.
- The name, post office address and telephone number of the owner of the mark identified above.
- The goods and/or services covered by or offered under the mark identified above.
- The date of first use of the mark identified above.
- The date of first use in interstate commerce of the mark identified above.
- A description of the manner in which you believe the mark is being infringed upon.
- Sufficient evidence that the owner of the RingWord is a RingWord Inc. customer.
- The RingWord in question.
- A good faith certification, signed under penalty of perjury, stating:
 - i. The RingWord Word or Words infringes the rights of another party,
 - ii. The owner's name of the RingWord Word, if known, and the RingWord Word or Words
 - iii. The mark [identify mark] being infringed, and
 - iv. That use of the RingWord Word or Words at issue is not defensible.

2. Upon receipt of the appropriate information identified for trademark claims, RingWord Inc. will initiate an investigation. While RingWord Inc. is investigating the claim, RingWord Inc., at its sole discretion and without any legal obligation to do so, may temporarily remove the challenged material from RingWord Inc. Auctions, notify the posting party it will lock down the posting party's Ring Word or Words, forward the Complaint to the posting party, and/or if it is solely stored on a RingWord Inc. server, temporarily remove or deny access to the challenged material.

3. If RingWord Inc. concludes that there is a legitimate trademark claim, it may, at its sole discretion and without any legal obligation to do so, permanently remove the challenged material from RingWord Inc. Auctions, continue to suspend the posting party's RingWord Inc. account and/or if it is solely stored on a RingWord Inc. server, deny access to the RingWord Word or Words. If RingWord Inc. concludes that the Complaining Party has not raised a legitimate claim or if it is not clear whether there is a legitimate claim, RingWord Inc. will restore access to the RingWord Word or Words.

Copyright Claims

1. If you would like to submit a copyright claim for material on which you hold a bona fide copyright, RingWord Inc. requests that you substantiate such claim by providing RingWord Inc. with the following information via email to CopyrightInfringement@RingWord.com. The words "Copyright Infringement" should appear in the subject line. A copyright claim can also be submitted by mail to: Copyright Infringement, RingWord Inc., 22190 San Joaquin Drive, Canyon Lake, CA 92587

You must provide the following information to RingWord Inc.:

An electronic signature of the copyright owner, or a person authorized to act on behalf of the owner, of an exclusive copyright that has allegedly been infringed.

Identification of the copyright claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works on that site.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit RingWord Inc. to locate the material: The RingWord Word or Words.

A statement that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner, or are authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

For Copyright Claims, upon receipt of appropriate notification RingWord Inc. will remove or disable access to the RingWord Word or Words claimed to be infringing.

If the Complaining Party provides RingWord Inc. with appropriate notification, including information reasonably sufficient to permit RingWord Inc. to locate and remove or disable the material in question, or includes information concerning repeat infringement, then RingWord Inc. will forward the complaint to such alleged Infringer and shall take reasonable steps promptly to notify the Infringer that it has removed or disabled access to the material.

Counter Notification Policy

Counter Notification. If you have received a notice of copyright or trademark infringement, you may provide Counter Notification by emailing:

CopyRightInfringment@RingWord.com or

TrademarkInfringment@RingWord.com and including the following:

Your electronic signature.

Your RingWord Word or Words

A statement under penalty of perjury that you have a good faith belief that the RingWord Word or Words were removed or disabled as a result of mistake or misidentification.

Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district of Delaware, or if the Infringer's address is outside of the United States, for any judicial district in which RingWord Inc. may be found, and that the Infringer will accept service of process from the Complaining Party or an agent of such Party.

2. Upon receipt of a Counter Notification as described in Section 1 above, RingWord Inc. shall promptly provide the Complaining Party with a copy of the Counter Notification, and inform such Party that it will replace the removed material or cease disabling access to it in ten (10) business days. RingWord Inc. will replace the removed material and cease disabling access to it in not less than ten (10), nor more than fourteen (14), business days following receipt of the Counter Notification, unless RingWord Inc. first receives notice from the Complaining Party that such Complaining Party has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on RingWord Inc.'s system or network.

Repeat Infringers

It is RingWord Inc.'s policy to provide for the termination, in appropriate circumstances, of RingWord Inc. customers and account holders who repeatedly violate this policy or are repeat infringers of copyrighted works, trademarks or any other intellectual property.

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Any notice or other communication required or permitted to be delivered to you by RingWord Inc. under this Agreement shall be deemed properly delivered by e-mail to the contact address that you have provided to RingWord Inc.

All correspondence to RingWord Inc. should be addressed to RingWord Inc. 22190 W. San Joaquin Drive, Canyon Lake, CA 92587.

ENTIRE AGREEMENT; MERGER; SEVERABILITY

This Agreement, incorporating any other applicable RingWord Inc. policies and any modifications that may be made hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements,

representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Delaware, without regard to Delaware's laws on the choice of law. The Parties agree that any action relating to this Agreement is subject to the exclusive jurisdiction of the federal and state courts of the Commonwealth of Delaware, and further agree to proper venue in those courts. The prevailing Party in any such action shall be entitled to recover its reasonable attorneys' fees, costs and disbursements incurred in connection therewith.