

RedChip Companies Subscription Terms and Conditions

THIS AGREEMENT WAS LAST UPDATED ON MARCH 6, 2007.

PLEASE SCROLL DOWN AND READ THE SUBSCRIBER AGREEMENT AND TERMS OF USE BELOW.

This Subscriber Agreement and Terms of Use govern your use of the RedChip Review™, RedChip Research, RedChip Visibility, RedChip Independent, RedChip Updates, RedChip Newsletters and all other collateral materials provided or issued by RedChip Companies, unless other terms and conditions expressly govern, any other electronic services from RedChip Companies, Inc. that may be made available from time to time (each, a "Service").

If you agree to be bound by the terms of this Agreement, you should click on the "I AGREE" button at the end of this Agreement. If you do not agree to be bound by the terms of this Agreement, you should click "I DISAGREE." If you click "I DISAGREE," you will not be able to proceed with the registration process for the respective Service and become a subscriber.

To the extent you have access to, or are using, a Service without having completed our registration process and clicked on an "I AGREE" button, you are hereby notified that your continued use of a Service is subject to many of the terms and conditions of this Agreement as explained in Section 5 below.

1- Changes to Subscriber Agreement.

We may change the terms of this Agreement at any time by notifying you of the change in writing or electronically. The changes also will appear in this document, which you can access at any time by going to the Help section of a Service. You signify that you agree to be bound by such changes by using a Service after changes are made to this Agreement.

2 - Privacy and Your Account.

Registration data and other information about you are subject to our Privacy Policy. Your information may be stored and processed in the United States or any other country where RedChip has facilities, and by subscribing to a Service, you consent to the transfer of information outside of your country. If your access to a Service has been provided by or through a third party (for example, your employer or an educational institution where you are a student) (each, a "Third Party"), the Third Party may have provided us with information about you to enable us to provide you with access to the Service and distinguish you from other subscribers (such as your email address or name). If you access a Service using a password, you are solely responsible for maintaining the confidentiality of that password. If you provide someone else with access to your password to a Service, they will have the ability to view information about your account and make changes through the website for the Service. Similarly, if you tell someone the answer to your security question for a Service, they will be able to request information about your account and make changes through Customer Service. You agree to notify us promptly if you change your address or email so we can continue to contact you and send any notices required hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address or email shall be deemed sufficient notice.

3 - Fees and Payments.

You agree to pay the subscription fees and any other charges incurred in connection with your user name and password for a Service (including any applicable taxes) at the rates in effect when the charges were incurred. If your subscription includes access to areas containing premium content or services, your access to such areas may be subject to additional fees, terms and conditions, which will be separately disclosed in such areas. We will bill all charges automatically to your credit card. Subscription fees will be billed at the beginning of your subscription or any renewal. Unless we state in writing otherwise, all fees and charges are nonrefundable. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance. If you want to use a different credit card or there is a change in credit card validity or expiration date, or if you believe someone has accessed a Service using your user name and password without your authorization, you must call RedChip at 1-800-733-2447. You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other third-party service.

4 - Subscription Renewal.

Your subscription will renew automatically, unless we terminate it or you notify us by telephone, mail, or e-mail (receipt of which must be confirmed by email reply from us) of your decision to terminate your subscription. For annual subscriptions, we will notify you of the pending renewal of your subscription at least 30 days prior to the date your subscription renews, except as otherwise required by law. You must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card. The term of this agreement is month to month. The subscriber agrees to have payment drawn from his/her credit card account on a monthly basis, in advance (unless otherwise agreed in writing) or, if the annual payment plan has been chosen, yearly in advance. Cancellation of a yearly account will result in a pro-rata refund. No refunds are given on monthly accounts.

5 - Exceptions for Various Types of Subscribers; Other Users.

If your access to a Service is provided by, or through a Third Party, or if you have paid for access to the Service in connection with your subscription to one of our print publications, or purchased your subscription to the Service through a retailer rather than from us directly, some or all of the "Fees and Payments" and "Renewal" terms may not apply to you. Please contact the Third Party, retailer or our Customer Service department for details. If you access a Service as part of an "open house" free trial or otherwise without becoming a subscriber, you are hereby notified that all of the terms and conditions of this Subscriber Agreement except the section labeled "Fees and Payments" and "Renewal" apply to your use and access of the Service.

6 - Limitations on Use.

a. Only one individual may access a Service at the same time using the same user name or password, unless we agree otherwise.

b. The text, graphics, images, video, design, organization, compilation, look and feel, advertising and all other protectable intellectual property (the "Content") available through the Services is our property or the property of our advertisers and licensors and is protected by copyright and other intellectual property laws. Unless you have our written consent, you may not sell, publish, distribute, retransmit or otherwise provide access to the Content received through the Services to anyone, including, if applicable, your fellow students or employees, with the following two exceptions:

(I) You may occasionally distribute a copy of an article, or a portion of an article, from a

Service in non-electronic form to a few individuals without charge, provided you include all copyright and other proprietary rights notices in the same form in which the notices appear in the Service, original source attribution, and the phrase "Used with permission from RedChip Companies." Please consult the RedChip web site if you need to distribute an article from a Service to a larger number of individuals, on a regular basis or in any other manner not expressly permitted by this Agreement.

(ii) You may occasionally use our "E-mail This" service to e-mail an article from a Service to a few individuals, without charge. You are not permitted to use this service for the purpose of regularly providing other users with access to content from a Service.

c. You agree not to rearrange or modify the Content. You agree not to create abstracts from, scrape or display headlines from our content for use on another web site or service. You agree not to post any content from the Services to weblogs, newsgroups, mail lists or electronic bulletin boards, without our written consent.

To request consent for this and other matters, please contact RedChip Customer Service.

d. You agree not to use the Services for any unlawful purpose. We reserve the right to terminate or restrict your access to a Service if, in our opinion, your use of the Service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement. Also, we may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive.

7 - Third Party Web Sites, Services and Software.

We may link to, or promote, web sites or services from other companies or offer you the ability to download software from other companies. You agree that we are not responsible for, and do not control, those web sites, services and software.

8 - DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY.

YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES AND THE CONTENT AVAILABLE THROUGH THE SERVICES IS ON AN "AS-IS", "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

We do not give tax or investment advice or advocate the purchase or sale of any security or investment. You should always seek the assistance of a professional for tax and investment advice.

REDCHIP AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE REDCHIP PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE REDCHIP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE REDCHIP PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST

POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

9 - General Information.

This Agreement contains the final and entire agreement between us regarding your use of the Services and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Services. We may discontinue or change the Services, or their availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of New York and Florida, United States of America applicable to contracts made entirely within New York and Florida and wholly performed in New York and Florida, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in New York or Florida. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

10 - Additional Terms and Notices.

We employ cookie technology. Read our Cookie Disclosure Statement for more information on our use of cookies. RedChip text, photos, graphics, audio and/or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. Neither RedChip materials nor any portion thereof may be stored in a computer except for personal and noncommercial use. RedChip Companies will not be held liable for any delays, inaccuracies, errors or omissions there-from or in the transmission or delivery of all or any part thereof or any damages arising from any of the foregoing.

Certain markets data are provided by Reuters®, Thomson®, Knobias®, Zacks®, QuoteMedia®, Bloomberg®, and other media reference sources for informational purposes only and is not intended for trading purposes. Reuters®, Thomson®, Knobias®, Zacks®, QuoteMedia®, Bloomberg®, and other media reference sources shall not be liable for any errors or delays in content, or for any actions taken in reliance thereon. Reuters®, Thomson®, Knobias®, Zacks®, QuoteMedia®, Bloomberg®, and that Reuters®, Thomson®, Knobias®, Zacks®, QuoteMedia®, Bloomberg®, Logos are registered trademarks™ of the Reuters®, Thomson®, Knobias®, Zacks®, QuoteMedia®, Bloomberg® group of companies around the world.

RedChip™, RedChip Newsletter™, RedChip Review™, RedChip Research™, RedChip Visibility™, RedChip Independent™, and all accompanying RedChip Companies™ Logo are registered trademarks or service marks of RedChip Companies, Inc™.

Copyright © 2007 RedChip Companies, Inc™. All rights reserved.

The RedChip™ Logo is a registered trademark of RedChip Companies, Inc.