

Effective September 1, 2006

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COVERAGE OF THIS POLICY AND AGREEMENT

In addition to other agreements between you and Vision Computer, these terms explain the policies that govern your access to and use of our Website and Network, including the actions that we may take, within our sole discretion, for any use that we deem unacceptable.

By accessing or using our Website or Network, you agree to these terms (collectively the "Policy and Agreement"), as Vision Computer may modify it from time to time. If you do not agree to accept and comply with the Policy and Agreement, do not access or use our Website or Network.

LINKS TO THIRD-PARTY SITES

The Website may contain links to other websites that are maintained by third parties over which Vision Computer has no control. These links are provided for convenience only. Use of these links will cause you to leave this Site and use of third-party websites is entirely at your own risk. Vision Computer makes no representation or warranty concerning any other site or the information, products or services offered or appearing on or through these sites. Vision Computer does not sponsor or endorse the operators of the sites or the content, products or services they provide, and Vision Computer is not responsible or liable for the conduct of the sites' operators, the content, availability, accuracy, quality, advertising, products, services or other materials offered at the sites.

ILLEGAL OR HARMFUL USE

You may access and use our Website and Network only for lawful purposes. You are responsible for any transmission you send, receive, post, access, or store via our Network, including the content of any communication. Transmitting, distributing, or storing any material that violates any applicable law is prohibited. Additionally, the following non-exhaustive list details the kinds of illegal or harmful conduct that are prohibited:

- **Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right. Infringement may result from the unauthorized copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.
- **Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- **Export Violations:** Including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.
- **Fraudulent Conduct:** Offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes).
- **Failure to Abide by Third-Party Website Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or website that you access.
- **Harmful Content:** Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.

ELECTRONIC COMMUNICATIONS

You may not distribute, publish, or send through our Network: (1) unsolicited advertisements, solicitations, commercial e-mail messages or promotional messages of any kind (commonly referred to as "spam"); (2) unsolicited informational announcements; (3) chain mail; (4) numerous copies of the same or substantially similar messages; (5) empty messages; (6) messages which contain no substantive content; or (7) very large messages or files that disrupt a server, account, newsgroup, or chat service.

Likewise, you may not (1) participate in collecting e-mail addresses, screen names, or other identifiers of others (without Vision

Computer's prior written consent), a practice sometimes known as spidering or harvesting; (2) participate in using software (including "spyware") designed to facilitate such activity; (3) collect responses from unsolicited messages; or (4) use any of our mail servers or another site's mail server to relay mail without the express permission of the account holder or the site.

NETWORK SECURITY AND INTEGRITY

You may not violate the security of our Website or Network in any way. Such violations may result in criminal or civil liability. Vision Computer may, but is not obligated to, investigate any violation of our Network. Vision Computer may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using Vision Computer products services or sending, receiving, posting, accessing, or storing any electronic transmission via our Network, you agree to cooperate, as well, in any such investigation. Examples of Network security violations include, without limitation:

- ▶ **Hacking:** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.
- ▶ **Interception:** Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.
- ▶ **Intentional Interference:** Interference with service to any user, host or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.
- ▶ **Falsification of Origin or Routing Information:** Using, selling, or distributing in conjunction with the Services, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.
- ▶ **Avoiding System Restrictions:** Using manual or electronic means to avoid any limitations established by Vision Computer or attempting to gain unauthorized access to, alter, or destroy any information that relates to any Vision Computer customer or other end-user. Vision Computer may, but is not obligated to, take any action it deems necessary to protect its Website and Network, its rights or the rights of its customers or third parties, or (2) optimize or improve its Website, Network, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through the Website or Network. Vision Computer may, in its sole discretion, at any time, filter "spam" or prevent "hacking," "viruses" or other potential harms without regard to any preference you may have communicated to us.

INVESTIGATION AND ENFORCEMENT OF THE POLICY AND AGREEMENT

All users of the Services must adhere to the terms of this Policy and Agreement. We have the right, but are not obligated, to strictly enforce this Policy and Agreement through self-help, active investigation, litigation and prosecution.

We may also access and disclose any information (including transactional information) related to your access and use of our Website or Network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services. INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY AND AGREEMENT, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER, MAY BE CONSIDERED BREACHES OF THIS POLICY AND AGREEMENT BY SUCH COMPANY, CUSTOMER OR USER.

DISCLAIMER OF WARRANTIES AND LIABILITY

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH A VISION COMPUTER WEBSITE OR NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH A VISION COMPUTER NETWORK OR WEBSITE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." VISION COMPUTER, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH ITS WEBSITE OR NETWORK. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. VISION COMPUTER DOES NOT GUARANTEE THAT ITS NETWORK OR WEBSITES WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL VISION COMPUTER, ITS AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF ITS NETWORK OR WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND-FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT,

OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES-EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF VISION COMPUTER, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY VISION COMPUTER NETWORK OR WEBSITE WILL NOT EXCEED \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF VISION COMPUTER, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

GOVERNING LAW

This Policy and Agreement is governed by and must be construed under the laws of The Netherlands.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Vision Computer from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this Policy and Agreement by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through our Website or Network; or (5) your use of our Website or Network.

MODIFICATION OF THE POLICY AND AGREEMENT

We reserve the right to modify this Policy and Agreement at any time, effective upon its posting, as modified, on www.visioncomputer.nl. You agree to the Policy and Agreement by accessing or using our Website, products or services, or by sending any electronic transmission through our Network.

PRIVACY POLICY

Vision Computer respects the privacy of visitors to our site. Please take a few minutes to review our Privacy Policy.

MISCELLANEOUS

Any failure to insist upon or enforce performance of any provision in this Policy and Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy and Agreement. Vision Computer may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

QUESTIONS AND COMMENTS

We invite you to send in your questions or comments about our site, or to bring to our attention any material you believe to be inaccurate. Please send such comments, including a copy of any material you wish to discuss, to Customer Care.

We hope you enjoy using our Services and we welcome suggestions for improvements.