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Use of Site

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Any attempted unauthorized use of or access to the Site is strictly prohibited and will result in criminal and/or civil prosecution. Myers reserves the right to monitor and record access to and use of the Site without notice or permission (see our Privacy Policy). Myers may disclose any information obtained through monitoring to government agencies and law enforcement organizations in connection with the investigation or prosecution of possible criminal activity on the Site. Although Myers reserves the right to monitor use of the Site, neither Myers nor any of its distribution affiliates has any obligation to monitor any content posted by you or any third party on the Site, or any e-mail or other transmissions sent using the Site. **IF YOU ARE NOT AN AUTHORIZED USER OF THIS SITE, EXIT THE SITE AT THIS TIME.**

User Registration, Login ID and Password Security

You are solely responsible for obtaining and maintaining Internet access at your own expense. You must first register as a User with Myers to obtain a Login ID and Password for the Site. You are responsible for maintaining the confidentiality of the Login ID and any Password assigned to you by Myers, and you are fully responsible for all activities that occur under your Login ID and Password. You are responsible for any violation of these Terms, the Rules, or the User Agreement, even if the inappropriate activity was committed by your friend, family member, guest, employee, contractor, vendor or customer with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Site or any products or services offered through the Site.

You agree to notify Myers immediately of any unauthorized use of your Login ID and Password or any other breach of security pertaining to use of the Site. If Myers reasonably believes that you have provided any registration information that is false, misleading, inaccurate or incomplete, Myers may terminate or suspend your access to and use of the Site immediately and without notice.

Services

Users may order products and services, and conduct business with consumers, loan investors and other User users of the Site, in each case subject to the business account terms and conditions of the respective Users. Users are solely responsible for effecting and maintaining any contracts, accounts, purchase orders or other documents required by the Users. All transactions, communications, product and service orders, and business dealings with Users, including payment for and delivery of related products, services, loan commitments, loan transactions and any other terms, conditions, warranties or representations associated with such transactions, communications, product or service orders and business dealings are solely between User and the Users. Myers does not control the content posted by any User and does not guarantee the availability, accuracy, integrity or quality of any such content, product or service obtained through use of the Site. Myers also does not represent or warrant the qualification, license, contractual authority, authorization to do business, reputation, financial capability or condition of any User. You agree that Myers will not be responsible or liable for any loss or damage of any kind whatsoever arising out of or incurred in connection with any content, transactions, communications, product or service orders, or business dealings between you and any User.

Modifications

Myers reserves the right to change these Terms and the Rules at any time by posting the changes at the Site and your continued use of this Site will constitute your acceptance of the Terms and Rules, as modified. Myers also reserves the right at any time and from time to time to remove any User from the Site and to modify or discontinue, temporarily or permanently, with or without notice, use of this Site and any function or page of the Site, including, without limitation, content, hours of availability, products and services offered, terms of use and access requirements. You agree that Myers shall not be liable to you for the modification, suspension or discontinuance of any service or function of the Site.

User Restrictions and Responsibilities

You agree not to do any of the following (each, a "Prohibited Activity") in connection with your use of the Site:

- download or print any information from this Site for any purpose other than conducting User's business via the Site;
- upload, post, e-mail, transmit or otherwise make available on or through the Site any content that is unlawful, fraudulent, deceptive, misleading, pirated, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, sexually-explicit, tortious, defamatory, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise offensive;

- use the site for any fraudulent activities, including, but not limited to, impersonating any person or entity or forging anyone else's digital or manual signature;
- forge, alter or remove electronic mail headers (however, you may insert additional characters into your *from:* and *reply-to:* e-mail addresses in order to prevent your true e-mail address from being automatically added to the mailing lists used by bulk e-mailers, provided your true e-mail address remains obvious to any human viewer);
- reference Myers or eMagic.com LLC (e.g., by including "Organization: Myers," "Organization: eMagic" or similar language in an e-mail header or by listing an IP address that belongs to Myers) in any unsolicited e-mail even if that e-mail is not sent through Myers;
- engage in any pyramid or other illegal soliciting scheme;
- upload, post, e-mail, transmit or otherwise make available on or through the Site any content that infringes any patent, trademark, trade secret, copyright or other property rights of any person or entity;
- violate any third party's right of confidentiality or privacy under any federal, state or local law;
- upload, install, post, e-mail, transmit, otherwise make available, or facilitate the downloading, receipt, installation or implementation on or through the Site any computer virus, worm, spyware or other computer code, files or programs designed to interrupt, destroy, limit or interfere with the functionality of any computer software, hardware or telecommunications service or equipment, including, but not limited to, any denial of service attack mechanisms;
- remove, alter, obscure or destroy any copyright, patent or other property rights notice or marking placed upon or contained within any page of the Site;
- reverse engineer, disassemble, decompile or otherwise attempt to discover the source code to any software, systems, designs, processes or proprietary information of Myers;
- breach the security of another User or attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person;
- access data not intended for you, log into or make use of a server or account you are not expressly authorized to access, or probe the security of other networks;
- attempt to circumvent the user authentication or security of any host, network, or account by any means, including, but not limited to, the use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools;
- disrupt the Site or any services offered through the Site;
- interfere with computer networking or telecommunications services to any User, user, host or network, including, without limitation, denial of service attacks, flooding of a network,

overloading a service, improper seizing or abuse of operator privileges or attempts to "crash" a host;

- improperly restrict or inhibit any other User's normal use of the Site or the Services;
- fail to comply with the then current bandwidth, data storage and other limitations on the Services;
- send unsolicited bulk or commercial messages, including, but not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious messages, except as otherwise expressly permitted in the Terms of Use for Myers' e-Mail Marketing Campaign Services;
- collect responses from unsolicited e-mail (SPAM) sent from accounts on other Internet hosts or e-mail services which violate this Policy or the acceptable use policy of any other Internet service provider;
- send any unsolicited bulk e-mails that link back to your iApp or make any reference to your Myers hosted web site;
- direct the recipient of any unsolicited e-mail to the Site or any other resource that uses the Services;
- engage in any "mail bombing" (i.e., you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account);
- propagate any chain letters or chain e-mails, whether or not the recipient wishes to receive such a letter or e-mail;
- remove or export from the United States any services, product, technical data, or other information in violation of any restrictions, laws, or regulations of the United States or any other applicable country;
- copy (other than in the ordinary course of business use of the Site) any Site screen displays, video, audio, animation, graphics, photographs or text, or remarket, resell, redistribute or share the Site or the Services, in whole or part, or include any portion of the Site by the practice commonly known as "framing" in any other Internet or World Wide Web site, without in each case obtaining the prior written consent of Myers; or
- permit any third party, to engage in any of the foregoing Prohibited Activities.

By using the Site to post, publish, transmit, distribute or display content, you represent and warrant to Myers that the content complies with these Terms and you authorize Myers and its distribution affiliates to reproduce, publish, distribute, and display such content worldwide. You agree to indemnify and hold Myers, its affiliates and Users harmless from any claim or demand, including reasonable attorneys' fees and costs associated therewith, made by any third party due to or arising out of any content you submit, post, publish, transmit distribute, display or make available through the Site; your use of the Site; your violation of any of these Terms, any of the Rules, or your User Agreement; or your violation of the rights of any third party.

Inappropriate Use of the Site or the Services

Myers does not routinely monitor the activity of Users for violation of the Terms or the Rules. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Site or services.

Myers prefers to advise Users of inappropriate behavior and any necessary corrective action. However, if the Site or the Services are used in a way which Myers, in its sole discretion, believes violate these Terms or the Rules, Myers may take any responsive actions it deems appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of your access to the Site or the Services. Myers shall not have any liability for any such responsive actions. The above described actions are not Myers' exclusive remedies and Myers may take any other legal or technical action it deems appropriate.

Myers reserves the right to investigate suspected violations of these Terms, the Rules, or your User Agreement, including the gathering of information from the User or Users involved and the complaining party, if any, and examination of material on Myers' servers and network. During an investigation, Myers may suspend the account or accounts involved and/or remove material that potentially violates these Terms or the Rules.

You hereby authorize Myers and its distribution affiliates to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include Myers providing the username, IP address, or other identifying information about a User, disclosing content posted by a User to the Site, and disclosing e-mail or other transmissions sent using the Site or the Services.

Collection and Use of Information

Myers collects and stores certain information about you and your use of the Site and the Services. You agree that Myers and its affiliated companies may use this information to tailor the information they supply to you, to facilitate your movement through this Site, to offer you other products or services, or to communicate separately with you. Myers will not provide this information to other unaffiliated companies you have not authorized, and Myers will not permit any unaffiliated companies that get such information to sell and redistribute it without your prior consent.

Newsgroups

Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements, solicitations, or other commercial messages may be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. In addition, you agree to comply with the following terms and conditions:

- you will not post or cross-post the same or substantially similar messages to more than 9 newsgroups. Myers reserves the right to cancel any messages posted to nine or more newsgroups;
- you will not post binary files to any newsgroup not specifically permitting such postings;

- you will not forge, alter or remove header information in any newsgroup posting and will not attempt to circumvent the approval process for posting to a moderated newsgroup;
- you will not attempt to "flood" or disrupt any newsgroup or significantly hinder normal discussion in the newsgroup by posting a large number of messages to a newsgroup which contain little or no substantive content, or by posting multiple messages with little or no text in the body, or by posting many follow-ups to messages with little or no new text; and
- you will not newsgroup messages unless you are the author of the message or are the official newsgroup moderator.

Notices

Notices to you may be made via e-mail or regular mail. Myers also may provide notices of changes to these Terms, the Rules or other matters by displaying notices or links to notices to you generally on the Site. Notices to Myers should be given by regular or certified mail addressed to Myers Internet, 250 East Kilbourn Avenue, Milwaukee, Wisconsin 53202, Attention: General Counsel.

Termination/Suspension of Use

Myers, in its sole discretion, may terminate or temporarily suspend your User Name ID, Password, use of or access to this Site, and remove any content posted by you on this Site, for any reason, including, without limitation, for lack of use or if Myers believes that you have violated any of these Terms, any of the Rules, or your User Agreement. You agree that any termination or suspension of your access to this Site may be effected without prior notice and without liability to you. Upon suspension or termination of your access to the Site, Myers is authorized to delete any files, programs, data and e-mail messages associated with your account. Myers will not be responsible for forwarding any e-mail sent to any User account that has been suspended or terminated. Such e-mail will be returned to sender, ignored, deleted, or stored temporarily at Myers' sole discretion.

General Provisions

Neither these Terms nor your use of this Site will create any agency, partnership, joint venture or other relationship between Myers and you. Failure to exercise or enforce any right or provision shall not constitute a waiver of such right or provision. If any of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, it is agreed that the court should attempt to give effect to the intentions expressed by these Terms and the remaining Terms shall not be affected by such determination and shall be enforced to the fullest extent permitted by law. You agree that notwithstanding any law to the contrary, any claim you may have relating to these Terms or the Site must be commenced within one year of the circumstance or event giving rise to such claim or forever be barred.

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