

AUTO RENEWAL TERMS

Minimum Age

Anyone under the age of eighteen (18) is prohibited from using or registering for this service.

Privacy Policy

The Victory Media, Inc. privacy policy can be found by visiting www.buyveteran.com/privacy.aspx

Service Fees and Billing Methods

Victory Media, Inc. will charge you a membership fee in order to provide services associated with the NaVOBA Buy Veteran campaign. You acknowledge that Victory Media, Inc. reserves the right, at any time, to modify its membership fees and billing methods. If the prices rise or fall, you will be sent a notice via email fourteen (14) days prior to the service change with details. The notice will give you an option to continue with your continual service plan or cancel the service. Membership fees for access to the service may be made either on a monthly (30 day cycle) or annual (365 day cycle) basis. Once a membership is purchased, you will be granted access to the membership level selected by you. Annual membership fees may be paid in advance by check. Monthly membership fees and enhanced listing fees may only be paid in advance by credit card. The terms of such monthly, annual and enhanced listing plans are listed below. Unless such membership plan is cancelled or terminated as provided below, all membership plans will automatically be renewed upon the terms set forth below.

Auto Renewal Monthly Paid Membership Plan

When you select a monthly membership plan, you are agreeing to an auto renewal plan in which Victory Media, Inc. charges your membership fee monthly using the credit card information provided by the user. Each monthly renewal payment will take place on or about your membership expiration date. If the renewal of your monthly membership fails for any reason, we will attempt to process your renewal for a period up to thirty (30) days. Your account will be placed on suspension after 30 days of non-payment until payment is received. You agree that Victory Media, Inc. will not provide you with any notice prior to each monthly renewal payment.

Auto Renewal Annual Paid Membership Plan

When you select an annual membership plan, you are agreeing to an auto renewal plan in which Victory Media, Inc. charges your membership fee annually. Each annual renewal payment will take place on or about your membership expiration date. If the renewal of your annual membership fails for any reason, we will attempt to process your renewal for a period

up to thirty (30) days. Your account will be placed on suspension after 30 days of non-payment until payment is received. You agree that Victory Media, Inc. will not provide you with any notice prior to each annual renewal payment.

Payment Plans

Auto-Renewal Monthly Membership

\$3.99 per month

No refunds

Auto-Renewal Annual Membership

1 year - \$48

Minimum 3 month term; refunds available after 3 months of service for the balance of the term

Membership includes

Buy Veteran store front Veteran-Owned business decal

Buy Veteran Starter newsletter

Annual Vetpreneur magazine subscription

Basic listing in online market place (scheduled launch November 2010)

Use of the Buy Veteran/NaVOBA logos

30% discount on display advertising in *Vetpreneur* magazine

Canceling monthly or annual membership

Cancellation requests must be received no later than 12 noon EST, three (3) business days prior to your scheduled auto renewal payment date. Cancellations can be received by first class certified mail at PO Box 26, Sewickley, PA 15143, by fax at (412)-269-1646, or by email at cs@navoba.com.

If a membership is cancelled mid-month, the cancellation will take effect with the next billing cycle. Your database listing will remain active for the entirety of the paid month.

Account Changes

Any account changes made mid-month, such as upgrades or downgrades to your account services, will be reflected in the next billing cycle.

***Vetpreneur* Magazine Subscription Fee**

Monthly and annual paid memberships include a subscription to *Vetpreneur* magazine. *Vetpreneur* magazine is published ten (10) times per year. A portion of your membership fee (\$1.50 USD monthly, \$18 USD annually) will be applied towards your subscription to the magazine. The magazine subscription fee is not deductible from your membership fee.

Account Security

Victory Media, Inc. will assign your user ID and a password when you register. Your user ID and password may only be used by you and the members of your company. You are solely responsible for maintaining and protecting the confidentiality of your user ID and password. You are responsible for all account activity under your user ID and password.

Publication and Distribution of Content

Victory Media, Inc. does not guarantee the accuracy, integrity, quality or appropriateness of any content transmitted to or through the online database. You understand that all content and service provider content posted on, transmitted through and linked through the service, are the sole responsibility of the person from whom the content originated. You understand that you may be exposed to content that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any content and service provided content. You understand that Victory Media, Inc. has the right to accept or reject any or all content associated with an online listing. Under no circumstances will Victory Media, Inc. be liable in any way for any content or service provider content that contain errors, omissions, defamatory statements, or confidential or private information or for any false or damage of any kind incurred as a result of the use of any content or service provider content submitted, accessed, transmitted or otherwise conveyed via the service. You waive the right to bring or assert any claim against Victory Media, Inc. relating to content service provider content, and release Victory Media, Inc. from any and all liability for or relating to any content or service provider content.

Your Conduct

You represent and warrant that you:

- a. Are above the age of eighteen (18);
- b. will not impersonate any other person, provide false contact information, misrepresent a relationship with any person or entity, or mislead others as to your identity.
- c. agree to the terms and spirit of this agreement and all applicable local, state national and international laws.
- d. will post only relevant content
- e. will not access or copy any information on our website through artificial means including but not limited to spiders, hacking devices, computer programs, bots or other such means.
- f. will not take any action that would undermine the integrity of the site of the information available.

Limited License to Website and Magazine

By agreeing to the terms and conditions of this agreement, you acknowledge and agree that you will not copy, reproduce, duplicate, re-sell, visit or otherwise exploit for any commercial

purpose content on www.buyveteran.com, www.navoba.com, or Vetpreneur Magazine without the express written consent of Victory Media, Inc.

Third Party Links

You acknowledge that these third party sites are beyond our control, and we are not responsible for the availability of, or the content located on or through, any third-party site. Your use of those third-party sites is undertaken at your own risk, and is subject to the terms of use and privacy policies of each site. We include third party links or references merely as a convenience to our Users, and we do not endorse nor assume any liability for the third party websites, services, or products.

Service Providers

Victory Media, Inc. does not endorse and is not responsible or liable for any content, service provider content, data, advertising, products, goods or services available or unavailable from, or through, any service providers. Victory Media, Inc. is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with or participation in promotions of any service provider, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such service providers exclusively and do not involve Victory Media, Inc.

Disclosure Information

Victory Media, Inc. makes your identifiable information, account information and the content available to our employees and third parties with whom we contract for use to handle your account. Victory Media, Inc. may provide non-personally identifiable aggregate statistics, unique identifiers, demographic and other anonymous information about you and the online database users to advertisers, service providers, and other third parties. You agree that Victory Media, Inc. may make such uses of information you provide or Victory Media, Inc. collects.

Term and Termination

The initial term of this agreement will be as defined upon registration, and will continue for automatic membership renewals thereafter until terminated by either party in accordance with this agreement.

Victory Media, Inc. may terminate this agreement, your account and the service at any time if Victory Media, Inc. deems it necessary. If your account is terminated and you are not in breach of this agreement, Victory Media, Inc. will refund your membership fees based on a monthly pro rata basis from the date of such termination to the end of the then current term (applies to annual memberships only). Accounts found to be in breach of this agreement will be terminated without notification, rights to reimbursement, or indemnification.

Upon termination of your account, your access to all offerings of the service will discontinue and your password will be terminated.

Modification of Terms and Conditions

Victory Media, Inc. has the right to modify and restate the terms and conditions of this agreement, and such modification(s) will be effective immediately upon being posted to our website (www.buyveteran.com). The date of the last modification will be updated on the first page of this agreement. If you are dissatisfied with modifications to this agreement, your only option is to discontinue use of this service.

Customer Feedback

Please be advised that Victory Media, Inc. is not required to accept any creative ideas, suggestions, or materials other than those that we have specifically requested. If you submit creative ideas, concepts, and other suggestions, they will become property of Victory Media, Inc. In addition, none of the submissions will be subject to any obligations of confidentiality and Victory Media, Inc. will not be liable for any future use or disclosure of such submissions.

Copyright Materials

You acknowledge that all content and other information on the online database and in the magazine is property of Victory Media, Inc. Copyright materials are the exclusive property of Victory Media, Inc. and are protected by all United States and international copyright laws. Everything you see or read on the Website is owned by us or used with permission. You may not copy, use, or retransmit anything from or for our Website without our permission. Any commercial or promotional distribution, publishing or exploitation of the Website, or any content, code, data or materials on the Website is strictly prohibited. You are not allowed to post or distribute any material you do not own or which you do not have permission to use. You are also prohibited from engaging in any conduct that interferes with the technological operation of the Website or that tampers with any copyright protection mechanisms applicable to content on any Website. Ignoring this policy may result in copyright, trademark, or other intellectual property rights violations.

Service Delays

Due to inherent problems with the internet, the service may be subject to limitations, delays, and occasional failure. Victory Media, Inc. is not responsible for any delays, failures, or other damage resulting from such inherent problems.

Warranty Disclaimer

You understand and agree that the service provided is on an “as is” and “as available” basis and that Victory Media, Inc. assumes no responsibility or liability for the timeliness, deletion of content or failure by the service. You agree that use of the service and the website is at your

own risk. Victory Media, Inc. list expressly disclaims all warranties of any kind, whether expressed or implied.

Non-U.S. Users

If you are located outside of the United States, please note that the information you provide to us will be transferred to the United States. By using this Website, you consent to this transfer. You also consent to the adjudication of any disputes arising in connection with this Website in the federal and state courts of, and in accordance with the laws of, the Commonwealth of Pennsylvania.

Opting-Out

If you want us to stop sharing your email address with third parties or if you do not want to receive Victory Media, Inc.'s marketing emails, you may opt-out by notifying us in writing to Victory Media, Inc., PO Box 26, Sewickley, PA 15143 or contacting us at cs@navoba.com Please be aware that it can take up to several business days to remove you from our marketing email lists. Please note that some information may remain in backups of Victory Media, Inc.'s records after deletion of your account, although diligent efforts will be employed to remove your information. However, Victory Media, Inc. may retain certain of your information if it believes in good faith that retaining such information is necessary to comply with the law; enforce or apply its conditions of use and other agreements; or protect the rights, property, or safety of Victory Media, Inc., its employees, its users, or others.

Disclaimers

Victory Media, Inc. is not responsible for the conduct, whether online or offline, of any user of the Website. Victory Media, Inc. takes reasonable steps to protect the security and integrity of all personal information you provide to the Website; however, due to the inherent nature of the Internet, we cannot guarantee that information, during transmission through the Internet or while stored on our system or otherwise in our care, will be absolutely safe from intrusion by others, such as hackers. Victory Media, Inc. assumes no liability for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user Posting. Victory Media, Inc. is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on the Website or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation in any activities on the Website or downloading materials. We make no warranties the services will be timely, secure, uninterrupted, or error-free. You understand that if you download any material, you do so at your sole risk. Under no circumstances shall Victory Media, Inc. be responsible for any loss or damage, including personal injury or death, resulting from use of the Website, any content posted on or through the Website, or conduct of any users of the Website, whether online or offline. We can, whenever we want, edit or delete any content displayed on the Website. You use the Website at your own risk. The Website is provided "AS-IS" and Victory Media, Inc. expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Victory

Media, Inc. cannot guarantee and does not promise any specific results from use of the Website.

Limitation on Liability

IN NO EVENT SHALL VICTORY MEDIA, INC. BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, DIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF VICTORY MEDIA, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Disputes

If there is any dispute about or involving the Website, you agree that the dispute shall be governed by the laws of the Commonwealth of Pennsylvania, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the Commonwealth of Pennsylvania, County of Allegheny. Victory Media, Inc. may demand that any dispute between Victory Media, Inc. and you about or involving the Website must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Pittsburgh, Pennsylvania, USA.

Indemnity

You agree to indemnify and hold Victory Media, Inc., its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss or liability arising out of your use of the Website or from any claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website in violation of these terms of service and/or any breach of your representations, warranties and obligations set forth above and/or if any content that you post in Postings on the Website or through the sites causes Victory Media, Inc. to be liable to another.