



www.ncahd.org and www.ncahd.net

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You may provide links to the Sites, provided (a) that you do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on the Sites, (b) your site does not engage in illegal or pornographic activities, and (c) you discontinue providing links to the Sites immediately upon request by us.

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The Site may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Sites are accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

10. Registration.

Certain sections of, or offerings from, the Sites may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. Your registration must be done using your real name and accurate information. Each registration is for your personal use only and not on behalf of any other person or entity. We do not permit (a) any other person using the registered sections under your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use.

11. Errors, Corrections and Changes.

We do not represent or warrant that the Sites will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Sites will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Sites at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Sites.

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We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

14. Indemnification.

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

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20. Third-Party Merchant Policies.

All rules, policies (including privacy policies) and operating procedures of Merchants will apply to you while on any Merchant sites. We are not responsible for information provided by you to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

21. Privacy Policy.

Our Privacy Policy, as it may change from time to time, is a part of this Agreement. You must review this Privacy Policy by clicking on this [link](#)

22. Payments.

You represent and warrant that if you are purchasing something from us or from Merchants that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

23. Securities Laws.

The Site may include statements concerning our operations, prospects, strategies, financial condition, future economic performance and demand for our products or services, as well as our intentions, plans and objectives (particularly with respect to product and service offerings), that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond our control. When used on our Sites, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends," "will" and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The Sites and the information contained herein does not constitute an offer or a solicitation of an offer for sale of any securities. None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of our securities-related filings or documents.

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We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site;
- d. Your address, telephone number, and email address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site can be reached by directing an e-mail to the Copyright Agent at director@ncahd.org.

26. Information and Press Releases.

The Sites contains information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

27. Legal Compliance.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Content and Materials provided therein.

28. Miscellaneous.

This Agreement shall be treated as though it were executed and performed in Blacksburg, Virginia, and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without regard to conflict of law principles). Any cause of action by you with respect to the Sites (and/or any information, Documents, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 16 and Section 17. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Sites are in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

29. Arbitration.

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, Sites' operations, intellectual property, and our services, shall be settled solely by binding arbitration in accordance with the commercial arbitration rules. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Blacksburg, Virginia, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or us may seek any interim or preliminary relief from a court of competent jurisdiction in Blacksburg, Virginia necessary to protect the rights or property of you and us pending

the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs incurred through the arbitration process.

August 2009