

Emerald Publications Subscriber Services Agreement

The Affinity Group, Inc., d.b.a. Emerald Publications ("Emerald"), a Colorado corporation, grants Subscriber the nonexclusive right to use its services on the following terms and conditions:

Order Acceptance, Payment, and Terms

All orders are subject to acceptance by Emerald. An order will be deemed accepted by Emerald when Emerald delivers written confirmation of the order to Subscriber. Emerald reserves the right to refuse service for any reason.

Subscriber's payment shall be made to Emerald for the full subscription duration, or if Subscriber provides Emerald with a credit card account and Emerald accepts this mode of payment, all charges that Subscriber incurs will be debited to that credit card account on a monthly basis. Subscriber will select the method of payment at the commencement of the Agreement.

Renewal payment is due within five (5) days of the account anniversary (the date the account is established with Emerald). The account anniversary will recur every thirty (30) days for monthly subscriptions and every three hundred and sixty-five (365) days for annual subscriptions.

If a renewal payment is not received within five (5) days of the due date, Emerald may withhold or suspend services and may terminate this Agreement at its sole discretion. Suspension or termination of services does not relieve Subscriber from paying past-due and ongoing charges. A WRITTEN REQUEST TO TERMINATE SUBSCRIBER'S SERVICE RELIEVES SUBSCRIBER ONLY OF SUBSCRIBER'S OBLIGATION TO PAY FUTURE ACCOUNT CHARGES; IT DOES NOT RELIEVE SUBSCRIBER OF PAST OBLIGATIONS AND CHARGES. In the event of Subscriber's default under this Agreement, Subscriber agrees to pay Emerald's reasonable expenses, including all attorneys' fees and costs of collection, incurred to enforce its rights hereunder.

If due to bank charges, transfer fees, or the like, Emerald should receive less than its invoice amount, Emerald will re-invoice Subscriber for the shortfall. Should payment in full of any invoice (aside from such shortfalls) not be received by Emerald within five (5) days after activation or renewal, Emerald may impose a debt service charge amounting to one and one-half percent (1.5%) of the overdue balance (or such lesser amount as may be allowed by law) for each month or fraction thereof the overdue amount remains unpaid. In order to reactivate the service, Subscriber must pay the balance and any debt service in full prior to reactivation. Subscriber reactivated accounts will be subject to a reactivation charge equal to the current installation fee.

Prices and Plans

The specified plan(s) for services to be provided to Subscriber shall be established between Emerald and Subscriber at the time of the initial sign-up. The terms of such Plan(s) are incorporated by reference into this Agreement. Emerald reserves the right to modify the Terms of Service and change pricing or services at any time.

Services Provided by Emerald

Provided that Subscriber is in compliance with the terms and conditions of this Agreement, Emerald will provide services to Subscriber in accordance with the Plan(s) accepted by Subscriber. The basic services shall consist of Web site services and resident space for Subscriber's information as defined within the parameters of the site and data content on Emerald's servers with Internet server and access capabilities.

(Definition: the term “Web site services” is defined as Emerald’s service of delivering electronically, via the World Wide Web, a group of Web pages and content that collectively represent an individual or company.)

When using the Emerald system, Subscriber may select, enter, and modify Subscriber’s information and data content through use of online forms that Emerald provides. Emerald provides software facilities resident on its server to format and load Subscriber’s information and data content from the online form that Subscriber completes. Emerald restricts the use of these software facilities and the ability to modify Subscriber’s information and data content to the authorized user of the User ID and Password that Emerald provides to Subscriber.

All Internet users will have access to view Subscriber’s publicly published information and data. It may be possible for these users to gain unauthorized access into the server where Subscriber’s password-protected data files reside. EMERALD DOES NOT GUARANTEE ANY SECURITY FACILITIES OR SECURITY PROCEDURES FOR ACCESS TO SUBSCRIBER’S INFORMATION AND DATA CONTENT. Access to the Emerald server and the information and data content may be dependent resources not under Emerald’s control.

Emerald provides the hardware and software for the Emerald server and maintains the server’s operational status in support of Subscriber’s information and data content. Emerald, in its sole judgment, provides the hardware and/or software it deems appropriate. Emerald reserves the right to interrupt access to the Emerald server to perform regular and emergency maintenance as needed.

At Subscriber’s request, Emerald may acquire or transfer an Internet Second-Level Domain Name (“SLD”) from the US InterNIC or successor registrar on Subscriber’s behalf. Such a request by Subscriber, and/or Subscriber’s acceptance or use of the SLD obtained or transferred by Emerald, shall constitute Subscriber’s waiver of any and all claims that Subscriber may have or later acquire against Emerald for loss, damage, or expense arising out of or relating to the acquisition, registration, transfer, and/or use of such SLD. All costs of Emerald in obtaining or maintaining an SLD for Subscriber shall be immediately reimbursed to Emerald upon invoice from Emerald.

Subscriber may also elect to use subdomain names, which are registered by U.S. InterNIC to Emerald, and that Emerald has provided to Subscriber on a nonexclusive basis (i.e., *www.yourcompanyname.pfyf.com*). Emerald reserves the right at its sole discretion to deny Subscriber the use of these subdomains at any time and for any reason. Use by Subscriber of these subdomains shall constitute Subscriber’s waiver of any and all claims, which Subscriber may have or later acquire against Emerald for loss, damage, or expense arising out of or relating to Subscriber’s use of such subdomain names.

The subdomain names will remain the property of Emerald both during and after the Term. U.S. InterNIC or successor registrar imposes certain fees for registering and maintaining domain names. Emerald will assume the administrative responsibilities for unique domain registration.

Customization of Service

Emerald Web sites have built-in customization features. Subscriber has the ability to choose from a number of different design templates. Subscriber will have his or her own masthead. There are five specific locations that Subscriber can personalize dealing with his or her practice, qualifications, business, and calendar. Subscriber will have the ability to disable newsletter and

research articles and calculators that it prefers not to display. There is a minimum amount of content required in order to make the site functional.

NASD Compliance

As standard practice, and if applicable, Emerald submits its materials to the NASD for review. All revisions to Emerald materials requested by the NASD are included in Web site content. In the event that Subscriber requests compliance changes beyond those required by NASD review, Emerald may, for a fee based on time and materials used, produce a revision for Subscriber that will be integrated into the corresponding Web site content.

For all areas that are customizable and for any additions or modifications made by Subscriber, Emerald assumes nor bears responsibility for compliance suitability and makes no such warranty. Each Subscriber is responsible for securing compliance and regulatory approval for all content on their site.

Copyright and Limitations on Use

The content available through Emerald is the property of Emerald or its licensors and is protected by copyright and other intellectual property laws. Content includes, for example, research and newsletter articles, calculators, and other items displayed on the site. Subscriber agrees not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through Emerald to anyone, including but not limited to others in the same company or organization, without the express prior written consent of Emerald, with this one exception: Subscriber may, on an occasional and irregular basis, disseminate an insignificant portion of content from Emerald, without charge, and transmitted in non-electronic form, to a limited number of individuals, provided Subscriber includes all copyright and other proprietary rights notices with such portion of the content in the same form in which the notices appear in Emerald, original source attribution, and the phrase "Used with permission from Emerald Publications." You may not post any content from Emerald to newsgroups, mail lists, or electronic bulletin boards without the prior written consent of Emerald.

Rules and Regulations

Emerald Web site service is a powerful and easy way to publish a professional Web site. However, Subscriber should be aware that there are certain activities that are expressly forbidden.

Subscribers may not use the Service for any criminal or illegal activities, or posting any information that is obscene, pornographic, or of a sexually explicit or graphic nature which violates any local, state, or federal law, regulation, or the like, or which might otherwise be legally actionable. Subscribers may not abuse the Internet by using the Service for spamming, flaming, or other similar activities, nor may they introduce Trojan horses and viruses on the Internet. Emerald reserves the right to determine what constitutes net abuse.

Subscribers may not post defamatory, scandalous, or private information about people without their consent; intentionally inflict emotional distress; or violate trademarks, copyrights, or other intellectual property rights. Subscribers must comply with all applicable laws, regulations, and conventions, including those related to data privacy, international communications, and exportation of technical or personal data. Subscribers shall acquire permissions if they use the Service to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual property laws, including copyright and patent laws, and they shall not delete or alter author attributes or copyright notices, unless expressly permitted in writing by the author.

Subscribers may not misuse system resources, including but not limited to employing posts or programs that consume excessive CPU time or storage space; or permit use of mail services, mail forwarding capabilities, POP accounts, or autoresponders other than for the Subscriber's own account; or allow resale of access to CGI script-based tools installed on Emerald's servers.

All graphic designs, style templates, icons, HTML code, and other graphic elements are the exclusive property of Emerald or its respective copyright holders. Re-use of these copyrighted elements for any purpose other than their exclusive use on and within the Emerald Web site is expressly forbidden.

Liability Limitation

Subscriber agrees that the Service provided is "AS IS" and on an "AS AVAILABLE" basis.

BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER EXPRESSLY ACKNOWLEDGES THAT EMERALD'S LIABILITY IS SPECIFICALLY LIMITED TO THE AMOUNTS PAID TO AND RECEIVED BY EMERALD FOR SERVICES ACCEPTED, AND SUBSCRIBER WAIVES ALL RIGHTS OF RECOVERY FOR ANY DAMAGES, WHETHER ACTUAL, SPECIAL, OR CONSEQUENTIAL, THAT SUBSCRIBER MAY INCUR OVER AND ABOVE SAID AMOUNTS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, USE, PROFITS, SAVINGS, OR GOODWILL THAT RESULT FROM SUBSCRIBER'S USE OR INABILITY TO USE INFORMATION AND SOFTWARE PROVIDED BY EMERALD AS PART OF ITS SERVICES HEREUNDER.

EMERALD MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, RELATING TO OR RESULTING FROM THE USE OF OR INABILITY TO USE THE HOSTING SERVICES, MISTAKES, OMISSIONS, SERVICE INTERRUPTIONS, DELETION OF FILES, LOSS OF DATA, ERRORS, DEFECTS, MISDELIVERIES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO EMERALD'S SERVER, RECORDS, PROGRAMS, OR SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED PURPOSE.

EMERALD DOES NOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA STORED OR TRANSMITTED VIA ITS SYSTEM. NEITHER EMERALD NOR ANYONE ELSE INVOLVED IN PROVIDING SERVICES PURSUANT TO THIS AGREEMENT WILL BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES OF ANY KIND (ACTUAL, CONSEQUENTIAL, SPECIAL, OR ANY OTHER) THAT ARISE OUT OF THE USE OR INABILITY TO USE SUCH SERVICES, WHETHER OR NOT DUE TO OR RESULTING FROM THE FAULT OR NEGLIGENCE OF EMERALD.

IN ADDITION TO THE TERMS SET FORTH ABOVE, NEITHER EMERALD NOR ITS AFFILIATES, INFORMATION PROVIDERS, OR CONTENT PARTNERS SHALL BE LIABLE, REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN EMERALD WEB SITES, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM.

EMERALD SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR

PUNITIVE OR CONSEQUENTIAL DAMAGES. PRIOR TO THE EXECUTION OF A STOCK TRADE, SUBSCRIBERS ARE ADVISED TO CONSULT WITH SUBSCRIBER'S BROKER OR OTHER FINANCIAL REPRESENTATIVE TO VERIFY PRICING OR OTHER INFORMATION. EMERALD, ITS AFFILIATES, INFORMATION PROVIDERS, OR CONTENT PARTNERS SHALL HAVE NO LIABILITY FOR INVESTMENT DECISIONS BASED ON THE INFORMATION PROVIDED. NEITHER EMERALD NOR ITS AFFILIATES, INFORMATION PROVIDERS, OR CONTENT PARTNERS WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY, OR COMPLETENESS OF THIS INFORMATION; GIVE TAX OR INVESTMENT ADVICE; OR ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULT OBTAINED FROM THE USE OF THE INFORMATION.

Indemnification

Subscriber agrees to defend, indemnify, and hold Emerald harmless from and against any and all claims and liabilities arising from (a) any injury to persons or property caused by any item sold or advertised in connection with Subscriber's information and data; (b) any claim that any item sold or advertised in connection with Subscriber's information and data does not comply with all local and international safety and labeling requirements and all other relevant local and international laws, treaties, regulations, ordinances, and the like; (c) any defamatory, libelous or illegal, or allegedly defamatory, libelous, or illegal material contained within Subscriber's information and data; (d) any material infringing or allegedly infringing on the proprietary rights (including but not limited to intellectual property rights) of a third party; (e) any third-party claim arising out of third-party access or use of Subscriber's information and data; and (f) any claim by Subscriber that Subscriber's data was compromised because of a failure to provide adequate security. If any action or proceeding is brought against Emerald by reason of any such claims, Subscriber shall defend such action or proceeding at Subscriber's sole cost by counsel satisfactory to Emerald. In the event that a third-party claim or demand is made that may give rise to this provision, Subscriber agree to promptly notify Emerald.

Limitations on Use; Responsibilities of User

Subscriber shall not use Emerald's service to send or receive any information in the form of text, graphics, or programs that infringes any patent, copyright, trademark, trade secret, or other intellectual property right, privacy, or similar right of another. Subscriber is solely responsible for and agrees to indemnify Emerald (under the terms of the Indemnification paragraph above) against any claims arising out of (a) invoicing and collection of any fees which Subscriber charges to users of the Internet that access Subscriber's information and data content; (b) paying all taxes of any nature that become due with regard to Emerald's services, except for taxes on Emerald's income, irrespective of which party may be responsible for reporting or collecting such taxes; (c) ensuring that Subscriber's information and data do not contain any data or information that violates any law or regulation; (d) Subscriber's content, including but not limited to the accuracy and availability of the information and data content; (e) assessing and maintaining the security of Subscriber's password(s) and User ID(s); and (f) providing assistance to those who access Subscriber's information and data content.

Privacy

Emerald will cooperate with those attempting to minimize Internet abuse, and reserves the right to institute "filters" or other mechanisms for that purpose. Emerald will not monitor or disclose Subscriber's private e-mail messages unless required to do so by operation of law, but Emerald will cooperate with law-enforcement authorities and will notify such authorities if it suspects that Subscriber is engaged in illegal activities. All information exchanged between Subscriber and Emerald is non-confidential.

Relationship of the Parties; Nature of Agreement

The relationship between Emerald and Subscriber is that of vendor and vendee. The parties shall not be construed as being joint venturers, franchiser/franchisee, or employer/employee. This Agreement is a commercial agreement entered into for business purposes, not a consumer agreement. Subscriber shall not have no authority, apparent or otherwise, to contract for or on behalf of Emerald, or in any other way legally bind Emerald in any fashion, nor is Subscriber authorized to make any representations about Emerald or its services. Other than as specified herein, neither party makes any representations, or assumes or creates any obligations, on behalf of the other.

Term and Termination

Unless otherwise terminated as set forth herein, this Agreement shall be effective for the term stated in the initial order.

Unless terminated by either of the parties in accordance with this Agreement, the term of this Agreement shall be automatically renewed for subsequent terms of the same length.

This Agreement may be terminated by the parties as follows: (a) Unless otherwise provided for in this Agreement, either party may terminate this Agreement, with or without cause, by provision of thirty (30) days notice to the other prior to the end of the subscription term; or (b) Emerald may terminate this Agreement immediately if, based on Emerald's sole judgement, it determines that Subscriber has infringed any intellectual property right, copyright, patent, trademark, privacy right, or similar right of another in conjunction with Subscriber's use of Emerald's services; or if Subscriber's conduct, criminal or illegal activities, post, display, or transmit obscene, pornographic, or sexually explicit or graphic materials in conjunction with the information and data content Subscriber provides.

A \$75.00 termination fee will apply to termination by Subscriber prior to the completion of the subscription term.

Assignment

Subscriber's rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of Emerald.

Partial Invalidity

The provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, unless such provision or the application of such provision is essential to the Agreement.

Miscellaneous

This Agreement sets forth the entire agreement and understanding between the parties. Emerald may make changes to this Agreement upon thirty (30) days written notice to Subscriber, advising of the change and the effective date thereof. Utilization of Emerald services by Subscriber following the effective date of such change shall constitute acceptance by Subscriber of such change(s). Otherwise, this Agreement may not be modified except by the written consent of both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

SUBSCRIBER

Signed: _____

Name: _____
(Please print)

Title: _____

Date: _____