

Anevry Incorporated: General Terms and Conditions

BY SIGNING UP FOR AND/OR OTHERWISE ACCESSING/USING ANY OF THE SERVICES OR PRODUCTS OFFERED BY ANEVRY, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THESE TERMS AND CONDITIONS SUPERSEDE ALL EARLIER VERSIONS AND REQUIRE MANDATORY ARBITRATION OF DISPUTES. Please read these terms and conditions carefully, as they describe your legal rights and obligations. This agreement shall become effective as of the date of (1) your electronic or physical signature on, or acceptance of (through the means listed above), this agreement, (2) the registration and/or activation of your Anevry Master Account, card, or ID number (if applying for any one) or (3) your receipt of an e-mail from Anevry confirming your order/agreement-signature, whichever occurs first. All of the terms on this page are here, as is and fully apply, unless otherwise specified at all by Anevry Incorporated. Whilst you continue to have an account (excluding "Anevry Background/'Ghost' Accounts") with Anevry Incorporated, regardless of its activity and/or status, you shall be subject to these terms and any future changes of these terms, whether or not you are notified of such changes, shall apply to you immediately upon the upload of the altered terms to <http://www.anevry.com/>, and the version present on that website shall supesede all other copies, physical or otherwise. This terms and conditions document attempts to apply to all of Anevry Incorporated's possible businesses, services, and products but may require other contracts/agreements to fully protect itself legally. All other services, businesses, and products are subject to their own terms/requirements, if additional terms/requirements are present and required, and must be agreed to before any use of these businesses, services, or products shall proceed. Anevry Incorporated, and any third parties of their choosing, are the sole interpreters of these Terms and Conditions, unless specified otherwise, and if specified in writing on any authenticated Anevry Incorporated product, service, business, or website, by an Anevry Incorporated authorized representative, these Terms and Conditions, other terms or conditions/requirements, and/or parts of any other, and these, Terms and Conditions/requirements may be waived. Any of the terms below, regardless of spelling, grammar, and their placement amongst this document, are required to be accepted by you before such services, products, or businesses, offered by Anevry Incorporated, can be used and by using any of the services, or products, offered by Anevry Incorporated, you agree to them all.

Should any other contract be required by Anevry, at their sole discretion, for you to access or use any other of their services, then you agree that by using and accepting these terms as well as using those such services, that you agree to all other contracts and agreements relating to such other services AND that any changes made to those contracts shall immediately apply legally to you, unless you have chosen to cancel your account and obligations to such contracts, with Anevry. Anevry reserves the right to change any other contract, including this one, at their sole discretion and with or without notice, and by accepting these terms once and by continuing to use Anevry services, you agree to all of these terms and any other required terms by Anevry and because of this, changes to any contract are immediately accepted by you, unless you choose to cancel your account and furthermore, your legal obligations, at which point you shall not be able to open any other account/s with us/use any of our services, until such a time occurs that you do re-confirm and re-agree to these terms and all other applicable terms of Anevry Incorporated.

Any contact, concern, question, and similar informational requests you may have regarding this contract and agreement, and any other contracts and agreements or documents of legal concern regarding and applying to Anevry Incorporated, may be addressed to legal@anevry.com, whose official answers carry the effect of a binding contract if states as such in any response e-mail you receive, and you accept this by contacting them in the first place.

Should any other product, service, or business, of Anevry Incorporated, and any of its other documents/texts have within them errors/mistakes or possible errors/mistakes then it is your obligation to report such errors/mistakes to errors@anevry.com.

1. GENERAL TERMS:

1.1 Introduction

1.1.1

Anevry Incorporated (any references to "Anevry" shall from now on be solely referencing Anevry Incorporated), in its many goals for the present, past, and future, has a number of services and products that they offer, shall offer, will offer, may offer, have offered, or do offer. These Terms and Conditions, along with any number of other contracts, agreements, and conditions shall govern your use of all Anevry services and products (if this contract is being used), whether paid, free, free for use, open source, unlimited access, restricted access, used conditionally, or used/received in any other fashion and include, but are not limited to: Any and all Anevry websites, Anevry Web Services, Anevry Physical Products and Services, Anevry user interfaces, Anevry Programming Services, Anevry Master Account and all Sub-Accounts of the Anevry Master Account and their respective services and products, which include but are not limited to and regardless of whether they are addressed as sub-accounts or accounts: Anevry WebPerx Sub-Account, Anevry PrintX Printing Solutions Sub-Account, Anevry Store Sub-Account, and Anevry Payments Sub-Account (linked directly and by default to any Anevry Master Account). Anevry reserves the right to change any and all of these terms and conditions including, but not limited to, redefinitions, major changes, minor changes, all additions, and any removals, at Anevry's sole discretion. Anevry Incorporated also reserves the right to determine how these terms and conditions may be interpreted, and therefore, any questions of its interpretation must be addressed to legal@anevry.com, or an Anevry representative who has been authorized for that purpose.

1.1.2

All of the following Terms and Conditions must be agreed to before accessing, purchasing, or using any Anevry Incorporated services or products, unless otherwise legally specified by this contract or any other Anevry Incorporated contract/agreement/terms. Any reader, user, or signer (electronically or physically) of these Terms and Conditions agrees and understands that any other businesses, products, or services by Anevry Incorporated, at Anevry's sole discretion, may or may not have/require the reader of these Terms to also agree to additional contracts, Terms and Conditions, policies, and agreements for the additional services/products and that Anevry reserves the right to refuse service to anyone if this contract is not agreed to or if any additional contracts, agreements, Terms and Conditions, and policies that Anevry deems to be required for such services, businesses, and products to be used, have not been additionally agreed to.

1.2 Definitions

For the purposes of this Agreement:

1.2.1

"Anevry's Equipment" shall mean computer and telecommunications device, Internet access and/or transmission rights owned, operated, and/or maintained by Anevry and/or Anevry's affiliates, agents, or assigns which provide the Anevry Services.

You also understand that any reference to

1.2.2

"Anevry, "us," "we," "our" and grammatical variants thereof shall collectively refer to Anevry Incorporated, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, United States of America, located at 25 Madden Rd., West Brookfield, MA, U.S.A. and its assigns and successors in interest.

1.2.3.1

"Anevry Services" shall mean any of the products and services provided by Anevry and/or Anevry's affiliates, agents, or assigns at any given time, including but not limited to web hosting, e-mail, domain registration, and any associated support services, which services may be changed, amended, and/or otherwise altered at any time in Anevry's sole discretion.

1.2.3.2

"Anevry Web Services" or "Anevry WebPerx", and any mixtures of terms like such in any form or spelling, shall mean any of the Web-Based products and services provided by Anevry and/or Anevry's affiliates, agents, or assigns at any given time, including but not limited to web hosting, e-mail, domain registration, and any associated support services, which services may be changed, amended, and/or otherwise altered at any time in Anevry's sole discretion.

1.2.3.3

"Anevry Master Account", and any such terms in any form or spelling, shall refer to the Master Anevry Account that ALL service users of Anevry must have in order to use any of Anevry's services, and which all other Anevry Master Account Sub-Accounts are linked to.

1.2.3.4

"Sub-Accounts", and any such terms in any form or spelling, shall refer to any other Anevry Account lined to another "master" account or to the "Anevry Master Account". Such an account, with or without additional conditions in any form, may be linked to the Anevry Master Account or a similar "master" account, and after such linking has occurred, allow the user of the Anevry Master Account, or similar "master" account, to access all of the services/products/businesses that reside within the Sub-Account, from the Anevry Master Account, or similar "master" account upon acceptance of these terms and any terms that may be required for the additional Sub-Accounts in question.

1.2.3.5

"Background Account", "Background Information", "Ghost Account", and "Ghost Information", and any such terms in any form or spelling including all variances, shall refer to the account through which Anevry collects and stores confidential information regarding You, separate from any other account. By using these terms, you accept its use, and agree that you may request its Cancellation and that we may Terminate it at any time. The Background Account's main uses are, but not limited to, the re-opening of closed accounts, providing information to bona-fide law enforcement personnel, and to provide for Anevry a method for collecting information on a person who has or is using any of their services, regardless of the activity or contents of their other, ever changing, accounts if at all they have them. Unlike those ever changing accounts, the Background/Ghost

Account shall have as accurate information as possible and only information collected with your consent shall be included, unless it is stated otherwise in any other term within this, or other, contracts/agreements, the information is proprietary to Anevry, it is information publicly collected/known/accessible, or collected automatically/logged through any of Anevry's, or its used third parties, equipment.

1.2.3.6

Any use of the word "may", and not in the context of the United States of America month of May, should refer to Anevry reserving the right to provide or not to provide whatever follows the word "may" in that, Anevry MIGHT provide whatever follows (e.g. "Anevry **may** provide domain name registering services" should be taken to mean that Anevry MIGHT, or might not, now, or ever, actually provide those domain name registering services, that Anevry is simply providing themselves for protection in any of their future endeavors by suggesting that they MIGHT offer such services.)

1.2.3.7

Any term and/or condition referring to a service, product, or business, more specifically terms and conditions relating to them, that you have no interest in or do not currently have or wish to have, should be taken to mean, regardless of whether or not this is stated in the context, that the term and condition applies IN THE EVENT YOU DO ever have such a service, product, or business employed for your own uses or others uses, not necessarily do any terms contained within actually apply to services you DO currently have, they may or may not, and should they NOT, it is to be accepted that they WILL at the time, if ever, you gain these services, products, or businesses.

1.2.3.8

Any reference to a "master" account, in any spelling or variance, shall refer solely to any account through which other accounts or sub-accounts may be accessed and/or used, and attached to such "master" account through a "linking" process which shall constitute as the ability to access such an account under such a "master" account.

1.2.4

"Anevry Software" shall mean any software provided by Anevry at any given time by Anevry or for/with its services, whether downloaded to your computer, provided to you on CD or another form of removable media, or utilized online as part of the Anevry Services. The Anevry Software includes the program and any and all copies or portions thereof, whether standing alone or in combination with other programs, as well as the documentation and other materials delivered in connection with the software, if any. This does not include third party software provided, sold, or retailed by Anevry, for other reasons other than your use with or through Anevry's services BUT this does apply to software the Anevry owns or has created, which shall also be called "Anevry Software".

1.2.5

"Bandwidth" shall refer to the rate of data transmission in a form of computer data size per second using Anevry's Equipment. Such a form of computer data size may include, but is not limited to, bits, bytes, megabits, megabytes, gigabits, gigabytes, and all larger or smaller sizes.

1.2.6

"Content", in the context of downloadable files, shall mean the downloadable files which are interpreted by a client web browser for display with or without plug-ins.

1.2.7

"Customer Service" shall refer to communication from us to you dealing with problems or questions relating to services provided by us to you which you agree to by contacting us, accepting these terms, or signing these terms (either physically or electronically), whichever occurs first.

1.2.8

"Fee" shall mean monies and other considerations you are obligated to pay to Anevry for the right to use the Anevry Services and/or Bandwidth subject to the terms and conditions of this Agreement and of the particular Anevry Services for which you have registered, as outlined on the then-current schedule of fees, if one applies, or outlined in any other way by Anevry.

1.2.9

"Fee Chart", "Fee List", and "Fees" shall mean the fees for the Anevry Services which may be modified at any time in Anevry's sole discretion pursuant to the provisions of these Terms.

1.2.10

"International Customers" shall mean customers residing in or accessing the Anevry Services from outside of the United States of America and Canada.

1.2.11

"Laws" shall mean the laws, statutes, and regulations then in effect of the United States of America and its various states and dependencies as well as the laws of Your country of residence or the country in which you use or access the Anevry Services and the laws of any provinces, states or dependencies thereof.

1.2.12

"Parties" shall collectively refer to Anevry and you when in the context of such usage as interpreted by Anevry.

1.2.13

"Payment Account" shall refer to the payment method provided by You upon registration to pay for Your Services (if any, and this contract in no way requires or obligates You to further do business with Anevry). Anevry may add, delete, or modify the methods by which customers can pay for the Anevry Services at any time without prior notice, in its sole discretion. Payments processed by Pay Pal are subject to Pay Pal's terms and conditions of service, along with the terms and conditions of any other third parties Anevry may choose to employ, and Anevry makes no representations or warranties with respect to those services. "Payment Account" shall also refer to the "Other Account" "linkable" to all other Anevry Accounts and which may or may not have its data be stored in a "Background/Ghost" account and which is by default included and linked in and from the "Anevry Master Account" and linkable from any "Sub-Account" or from any "Sub-Account" of any "Anevry Master Account"

1.2.14

"Suspend", "Suspension", "Hold", and any similar words used by Anevry and relating to the status of any of your Anevry Accounts or Sub-Accounts, shall mean the disabling of, releasing of, disabling of, and/or placing of a lock on any of the Accounts/Sub-Accounts in question, and the cessation of transmission of data to or from Your Web Site or via Your Services (should you have such), or may result in the stop and cessation of Your Services completely or in part, whichever Anevry decides, and at its sole discretion.

1.2.15

"Technical Support" shall refer to communications from us to you dealing with problems or questions relating to technical matters involving software or services provided by us to you which you agree to by contacting us or signing these terms, whichever occurs first.

1.2.16

"Web Site Space" shall mean a quantity of computer memory allocation, as outlined in the program description for Your Services, generally located on one or more computer storage devices and measured in any of a set of computer units wherein data comprising Your Web Site is stored and is accessible by Anevry's web server equipment, or other's web server equipment depending on how, and if at all, you choose to use or require server equipment for any reason.

1.2.17

"You", "your" and grammatical variants thereof shall mean you, any other entity which has an ownership or other beneficial interest in you, or any other entity in which you have an ownership or other beneficial interest.

1.2.18

"Your Data" shall mean any data, including but not limited to advertisements, documents, e-mails, images, movies, web pages, or other Content, related to your use of the Anevry Services and stored on or transmitted by the Anevry Equipment, your equipment, and any third parties' equipment We or You decide to employ.

1.2.19

"Your Web Site" shall mean data transmittable via the Internet by Anevry which is stored in your Web Site Space and/or your web site and its data.

1.2.20

"Your Services" shall mean the specific Anevry Services for which you have contracted, subject to the limitations and specifications of the particular service effective as of the date of contract and to the fees for those Anevry Services pursuant to the current Fee Chart. It is also to be understood that these conditions and terms only ALLOW you to enact further business with Anevry other than that which is allowed through this contract and of your own doing, they do NOT require or obligate you to purchase or buy and further services, unless you choose to yourself. This agreement does not set up any other services or products to you, only lays out the foundations for them, all other services, products, and accounts may have their own respective creation forms/applications/requests processes and agreements, which if you choose to use them, must be set up and signed/agreed for/to separately.

1.2.21

You agree that any spelling, grammar, language, and/or other mistakes throughout this document, which do not take away from the understanding of this contract, shall be ignored and any mistakes that do create a situation where the sections or lines with the mistake/s become unreadable because of the mistake, it is up to an Arbitrational group of Anevry's choosing, but not in any way directly owned or affiliated by Anevry, to decide on the interpretation of such mistake-altered parts, but only if the mistakes are brought up during a dispute. Otherwise, if you find any parts, lines, words, sentences or likewise which you feel to be a mistake, it is your obligation by accepting these terms to report it to legal@anevry.com, and if found to be mistakes, accept the new terms after any changes have been made because of it or in regards to it.

1.2.22

You agree that, regardless of appropriate navigational procedures through these terms, as well as regardless of appropriate descriptions of parts and sections of these terms, that all terms within this document shall apply to you, as well as regardless of your native language.

1.2.23

If you speak any another language, then it is also your obligation to find an appropriate and authenticated translator and have a well-done translation for these terms occur, should you be interested in any of Anevry's services, products, businesses to which these Terms apply, and that you disclaim Anevry, and all of its partners, affiliates, employees, and likewise members, from all liability if the translation you receive, either from us, or from another person/group, causes or leads you to make mistakes or uncertainties regarding this contract, or breach this contract in any way.

1.2.24

The term "Your Website" and any gramatical/spelling/variances, shall refer to any website owned, operated, or created for you by Anevry or through Anevry. It does not refer, unless stated otherwise, to any other website NOT owned, operated, or created for you by Anevry or through Anevry.

1.2.24

The term "Your Data" and any gramatical/spelling/variances, shall refer to any data owned, operated, created for you, if you so choose to have it so, by Anevry or through Anevry, and any date owned, operated, and created by you on Anevry's equipment, through Anevry's equipment, by Anevry's equipment, and likewise as well as third parties equipment employed/used by Anevry. It does not refer, unless stated otherwise, to any other data NOT owned, operated, created for you, if you so choose to have it so, by Anevry or through Anevry and their services and/or created by you on Anevry's equipment, through Anevry's equipment, by Anevry's equipment, and likewise as well as third parties equipment employed/used by Anevry.

1.3 Fees

1.3.1

Certain Anevry Services are subject to set-up, service, and domain service fees, pursuant to the/a Fee Chart/Fee List, and by registering for such Anevry Services you authorize Anevry to debit your Payment Account, and any of its inclusions, for any and all such fees.

1.3.2

Fee's may be one time, due repetitively, or due in any other way, periodical or for a set time with breaks, and/or any other way, and fees in advance of the provision of services, not later than fourteen (14) days after the first of that due period or after the fee is due, unless this due period or the days that a due may accpetably be received without any consequences are specified differently in any other contract, agreement, or service. In the event that Anevry determines that the services of a collection agency are necessary or appropriate to collect amounts due under this paragraph, which determination shall be made in Anevry's sole and unfettered discretion, any and all collection agency fees and other costs of collection shall be added to any amounts due under this provision.

1.3.3

All Fees must be paid in United States Dollars, British Pounds, or European Euros, in advance of the provision of services, unless otherwise stated, and unless such services' fees are acrued over and dependant upon a set period of time (e.g Webmaster services must be paid after the services have occurred because they are dependant upon the length of time to complete each service). Anevry will charge the fee and any additional fees to the Payment Account, and its inclusions, unless specifically provided/stated otherwise, and may choose to bill you directly instead if Anevry so wishes. You also agree that Anevry may automatically debit your Payment Account, without further authorization from you, for any renewal term, additional services, and any fees or expenses applicable to Your Services or Your Website (should this be applicable), including but not limited to fees for excessive bandwidth use or other surcharges for services in excess of those included within Your Services or Your Web Site (should this be applicable). If payment in full is not received by Anevry from the provider of your Payment Account or its agents, you agree to pay all amounts due from you for Your Services upon demand by Anevry.

1.3.4

Anevry may offer subsequent promotional rates or special offers, the terms of which may or may not be more favorable than the terms and conditions for Your Services. Any such promotions or modifications shall not effect your obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent they conflict with the terms of this Agreement, shall govern. Promotional fees and special offers may not be combined unless stated otherwise by Anevry in writing or in such terms governing these promotions and/or special offers or such special offers/promotions are for such a reason as to combine offers and promotions.

1.3.5

To the extent Your Services are subject to the terms and conditions of Anevry's Money Back Guarantee (if at all offered or provided), they are incorporated herein by reference.

1.3.6

Anevry MAY offer a service uptime guarantee for the Anevry Services, which provides for a credit to You in the event the total availability of Anevry hosted web pages falls below a set percentage ("Uptime"). If You can demonstrate to Anevry's satisfaction, in Anevry's sole discretion, that Anevry has failed to maintain the Uptime percentage guaranteed, You may contact Anevry and request a credit for that month proportional to the amount of downtime, to be put towards the purchase of future Anevry Services. Credits cannot be redeemed for cash, and are exclusive of any applicable taxes. The credit does not apply to service interruptions caused by 1.) periodic scheduled maintenance or repairs undertaken by Anevry from time to time; 2.) downtime caused by You; (3.) outages that do not limit browser access to Your web site (for example, interruptions to your ftp service or e-mail); 4.) suspension of Your account due to legal action taken or threatened against You or Your Services; 5.) suspension of Your account due violations of these, or other, Terms and Conditions, as determined in Anevry's sole discretion, including but not limited to excessive use of system resources, non-payment or other billing issues, or identification by the abuse team as fraudulent or otherwise in violation of these or other Terms and Conditions; or 6.) causes beyond the control of Anevry or that are not reasonably foreseeable by Anevry.

1.3.7

You shall pay all costs of collection, including reasonable attorney's fees and costs, in the event any invoice requires collection efforts. All accounts referred to a collection agency shall be subject to an additional fee of an unknown amount but which will be later determined, and which must be paid in full before the account is reactivated.

1.3.8

International Customers bear the risk of currency fluctuations and any fees or taxes associated with the conversion of foreign currencies into United States Dollars, British Pounds, or European Euros. Certain Anevry Services will not be available to International Customers until Anevry is able to receive satisfactory confirmation from such customer's Payment Account provider, in Anevry's sole discretion, that the funds will be available for debit from the International Customer's account. Orders from International Customers will not be accepted unless the country provided in the contact information matches that on file for the Payment Account, and other securities/protections have been met, to Anevry's satisfaction.

1.4 Basic Account Use Terms

1.4.1

Anevry offers many different accounts which are then "linked" (a process of adding certain text, contents, and services/products from these different accounts into one major/master account) to an Anevry Master Account, or similar "master" account. This Anevry Master Account, or similar "master" account and is required hereby, for any and all other accounts to be added, removed, services, created, changed, or otherwise used. These many accounts, and their services, products, or businesses, can then be accessed/used through one Anevry Master Account, and Anevry hereby agrees to this allowance upon Your acceptance of these terms.

1.4.2

These separate accounts that Anevry offers may or may not have separate requirements/terms for them, and may or may not have the same registration process as these terms and conditions offer and an Anevry Master Account has.

1.4.3

All accounts are subject to the terms set forth below, as well as to the terms set further in this contract and any other contracts or terms of necessary agreement to on your part.

1.4.4

Your Account/s may be put on Hold at any time for Your breaking of this contract, any other contracts, or any other reason that Anevry finds important enough to Hold your account for. When your account is on Hold no further activity may be performed on it by you or Anevry until such a time as the dispute may be resolved and your account may not be Terminated by us or Cancelled by you within this Hold period.

1.4.5

Your Account/s are fully owned, operated, and run by Anevry Incorporated regardless of their 'status' (a 'status' here referring to the activity level of your account and accepting many different levels, such as, but not limited to, On Hold, Fully Active, Recently Active, Disabled, and/or Closed). By accepting these Terms you agree that you are fully responsible for all activity under your account, even though Anevry owns it, and that because Anevry owns it, Anevry may change any information within the account, put any amount of features onto your account, change your account in any way, delete your account, close your account, Cancel your account, refuse your account, add an account, and add any other type of service to your account that it sees fit to do, however, Anevry will always send you a notice of any such changes or alterations and always extend to you the option of Canceling or Terminating your account, unless some other Account status stops us from being able to do so.

1.5 Basic Service Use Terms

1.5.1

All Anevry Incorporated services, in any form, and acquired by any means, are subject to these terms and conditions and are also subject to the terms and conditions, if any, of their appropriate Sub-Accounts/Accounts and/or their individual contracts, agreements, terms and conditions, and/or policies, if any apply.

1.5.2

Some Anevry Services may not be available to International Customers or any customers based upon their location, and Anevry reserves the right to alter, amend, or discontinue the provision of some or all of the Anevry Services to International Customers or Customers of a particular market/location at any time in Anevry's sole discretion. Anevry also reserves the right not to accept business with any person/group for any reason without notice or statement of such reason/s but such reasons include, but are not limited to, location, unavailability of such businesses, high-intensity of business at a certain time which limits the ability for Anevry to accept further business with other or current members/holder of Anevry Accounts.

1.5.3

Anevry may suspend performance under or terminate this Agreement, cease transmission of data associated with your account immediately and without notice, permanently remove Your Data from the Anevry Equipment and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with the relevant Laws if it is informed or otherwise believes, in its sole discretion, that Your Web Site (whilst and if residing on Anevry equipment) or your account, violates the intellectual property rights of any third party or is otherwise the subject of a dispute. As set forth fully in further Sections, you waive any and all claims you may have, now and forever, against Anevry relating to the content, use, and operation of Your Web Site/Account, Your Services purchased or received from Anevry, and your Anevry Account and agree to indemnify and hold harmless Anevry from and against any such claims.

1.5.6

You are responsible for backing up Your Data on your own computer, if services you choose have Data that might need to be backed up. Anevry does not warrant or otherwise guarantee that it will back up your data or that data which has been backed up can be retrieved, and will not be responsible for any archiving or backup of Your Data. If any of Your Data is damaged, deleted, lost or corrupted in any way, or becomes otherwise unavailable due to termination or suspension of your account pursuant to this Agreement, Anevry will have no obligation or liability to you.

1.5.7

Anevry has many Services that they offer, will offer, plan to offer, may offer, have offered, and do offer under certain conditions. All of these Services, whether past, present, or future shall be bound fully, along with You, by these Terms and Conditions. All services rendered by Anevry for You may or may not have separate contracts/forms for them and regardless of this, this contract shall not employ Anevry by You for any further Service related business other than that specifically outlined in this contract and specified elsewhere at other times or now. Such accepted business includes, but is not limited to, running and using Your Anevry Master Account (subject to the Anevry Master Account Agreement as well), running and using Your Anevry Sub- Accounts (should you have any), interacting with Anevry for contacting purposes through e-mail, telephone, or mail, subscribing to Anevry services/products, and changing any aspect of your account/s / operating through your account/accessing your account/s. It is to be understood that no business is to be requested by You without having an operable, active, and fully signed-for (by signing this agreement and setting up the Anevry Master Account properly).

1.6 Basic Product Use Terms

1.6.1

All Anevry Incorporated products, in any form, and acquired by any means, are subject to these terms and conditions and are also subject to the terms and conditions, if any, of their appropriate Sub-Accounts and/or their individual contracts, agreements, terms and conditions, and/or policies, if any apply.

1.6.2

Use of any, or purchase/receipt of any, Beast Masters Trading Card Games' products and services requires acceptance of the Beast Masters Trading Card Game Terms and Conditions, found by accessing <http://beastmasters-tcg.com/> and clicking on 'Beast Masters' Legal' as well as to any terms which may appear here and elsewhere in this document. Acceptance to those terms is mandatory for use of the Beast Masters Trading Card Game and any updates to the Terms found on the said website shall come into effect immediately upon its uploading successfully onto the said website. If at any time you no longer wish to be obligated to the Terms and Conditions for Beast Masters Trading Card Game, you agree to get rid of, or return to Anevry, any products and documentation for such products, that relate to Beast Masters Trading Card game in any way and to not use them until you once again agree or wish to once more be obligated to those Terms.

1.6.3

Anevry may, in its sole discretion, provide you with Anevry Software in combination with any of Your Services, or by itself as a separate product, and through the Anevry store. Upon payment of all fees due and owing to Anevry under this Agreement, Anevry hereby grants, and you hereby accept, a nontransferable, revocable, non-sublicensable, and non-exclusive license to use the Anevry Software and all related documentation for

your own personal or business use during the term of this Agreement. Any rights not expressly granted herein shall be reserved for Anevry. Source code or other information pertaining to the logic design of the Anevry Software is specifically excluded from the license granted hereunder.

1.6.4

Although certain Anevry Software, and other software, may be provided free of charge, Anevry reserves the right to charge for the Anevry Software or any updates thereto or upgrades therefor at any time. Anevry always reserves the right to charge or provide for free, any software/products it offers or retails.

1.6.5

You recognize that the Anevry Software and all related information, including but not limited to any and all updates, improvements, modifications, enhancements, and information related to installation of the Anevry Software at your home or office, are proprietary, and that all rights thereto if the software is owned by Anevry, including copyright, are owned by Anevry, but only if such software is owned by Anevry. You further acknowledge that you have been advised that the Anevry Software, including updates, improvements, modifications, enhancements, and information related to installation, constitutes a trade secret of Anevry, is protected by civil and criminal law, and by the law of copyright, is valuable and confidential to Anevry, and that its use and disclosure must be carefully and continuously controlled.

1.6.6

Anevry shall at all times retain title to all the Anevry Software (software owned, licensed to, or created by Anevry) and all related information, including all updates, improvements, modifications and enhancements, furnished to you hereunder, unless specifically stated otherwise in other contracts/agreements relating to the software in question or if Anevry states so in writing or in text on any other authenticated Anevry website/document.

1.6.7

Unless provided otherwise in the specifications for Your Services or states otherwise anywhere else as authorized by Anevry, the Anevry Software supplied hereunder is for the your personal or business use. You shall not permit any third party to use the Anevry Software or allow access to the Anevry Software from sites outside of your home or business premises except as specifically authorized in writing or further agreements by Anevry. The Anevry Software is to be used only for the purposes specified in this Agreement and specifically as restricted in the following three subparagraphs of this section.

1.6.8

While this Agreement is in effect, or while you have custody or possession of any of the Software, you will not: 1.) reproduce, copy or publicly display, or permit anyone else to reproduce, copy or publicly display, any of the Anevry Software, whether such Anevry Software is in written, magnetic or any other form, except pursuant to reasonable backup procedures, or for use in Your Web Site (if you choose to have one) pursuant to this Agreement, nor; 2.) provide or make the Anevry Software available to any person or entity other than your employees or agents who have a need to know (unless otherwise specified) consistent with your use thereof under this Agreement, nor; 3.) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source programs or any part thereof from the object program or from other information (whether oral, written, tangible or intangible) made available to you under this Agreement, nor; 4.) copy for your own use or the use of others operator manuals, system reference guides, training materials and other user-oriented materials without the prior written consent of Anevry. In order to protect Anevry's trade secrets and copyrights in the Anevry Software, you agree to reproduce and incorporate Anevry's trade secrets or copyright notice in any copies, modifications or partial copies.

1.6.9

You agree to notify Anevry forthwith if you obtain information as to any unauthorized possession, use or disclosure of any Anevry Software by any person or entity, and further agree to cooperate with Anevry at Anevry's expense, in protecting Anevry's proprietary rights.

1.6.10

Unless agreed or stated otherwise in writing by Anevry, the Anevry Software may be used only on a single computer or workstation. Anevry software designed for use on portable workstations may be installed on both a portable and a stationary computer but may not be used on both simultaneously unless stated otherwise. You may not install the Anevry Software on a network except to facilitate permissible installation of the Anevry Software on computers attached to the network, unless stated otherwise. You warrant and guarantee that all users of the software shall be aware of and comply with the terms of this license and agreement, unless stated otherwise. Other software is subject to its own terms and conditions, unless none shall be present and/or unless stated otherwise.

1.6.11

Certain Anevry Software (software owned, created by, or licensed by/to Anevry) is provided for online use as part/or standalone regardless of the Anevry Services (the "Anevry Online Software"), and the use of such software may be subject to fees as outlined in the current Fee Chart or similar lists or by itself, in accordance with this Agreement. The Anevry Online Software is hosted software which may or may not run directly on Anevry's servers, and you may not download, install, store or make any copies of the Anevry Online Software, nor may you sublicense the Anevry Online Software, unless it is specified otherwise. You agree not in any way to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the Anevry Online Software or any copies thereof and not to assist any third party in doing so, unless it is specified otherwise as well. A majority of Anevry Online Software/Services may be designed to be used through an Anevry user interface and, as such, may be utilized by any authorized user from any computer or workstation. This license is automatically revoked upon termination of this Agreement. Anevry reserves the right to suspend the use of, modify or discontinue the Anevry Online Software for any or all customers at any time without notice. Certain Online Software is also Third Party Software, and is subject

to the applicable provisions of other sections. Anevry may limit the functionality of any such third party Online Software, in its sole discretion, unless otherwise specified.

1.6.12

Anevry may provide its customers with the ability to order certain third-party software (the "Third Party Software"), depending on the packages/services ordered. Except for Third Party Software which is also Online Software, such Third Party Software is delivered to Anevry Customers by mail and may be ordered via customer's Anevry Master Account after commencement of Anevry Services. The license conditions governing the use of the Third Party Software may differ from Anevry's own software licenses. Customers of Anevry are bound by the conditions of all licenses pertaining to such Third Party Software and should make themselves familiar with their terms and conditions. Some such Third Party Software may be provided under license from Microsoft Corporation ("Microsoft Software"), and Customers using Microsoft Software are bound by the Terms and Conditions, and all other applicable terms/policies/agreements, of Microsoft Software Products, which are incorporated herein by reference. Anevry may not provide Technical Support for the Third Party Software, in general, unless otherwise specified. All other software products are under their own software licenses and owned by their respective creators. **THE THIRD PARTY SOFTWARE IS OFFERED "AS-IS." THE PROVISION AND OFFERING OF THIRD PARTY SOFTWARE BY ANEVRY DOES NOT CONSTITUTE AN ENDORSEMENT OF THE THIRD PARTY SOFTWARE, NOR CAN ANEVRY MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE AND FUNCTIONALITY OF SUCH THIRD PARTY SOFTWARE.**

1.6.13

In the event of termination of this Agreement, or upon any act which shall give rise to Anevry's right to terminate, or upon the expiration of the license for Anevry Software which is subject to a limited-duration license, any and all licenses granted under this section shall terminate automatically, and you will remove, erase or destroy the Anevry Software and documentation and all copies thereof, wherever located, without demand or notice however, if you have purchased third party software, through our retail store, you own the software per the license and these terms apply only to Anevry Software, and third-party software licensed under other services and/or Sub-Accounts, unless otherwise stated in writing by Anevry.

1.6.14

Anevry may stop providing any or all of the Software or any updates thereto, including but not limited to the Online Software or the Third-Party Software, at any time without notice or any further liability to You.

1.6.15

Software for International Customers may only be available for download in some cases, and any customer based on their location may only have software available for download rather than any other method for receiving it. Certain Software (including Third-Party Software) may not be available to International Customers or any customer based on location.

1.7 Other Anevry Use Terms

1.7.1

All of these Terms and Conditions may be changed at any time at Anevry's sole discretion and without any notice. Anevry reserves the right to add any terms in the future and acceptance of these terms at any time, as long as any of Your Anevry Accounts remain in your possession and you have not Cancelled all of your account/s with us, you agree that any past or present acceptance of these terms shall remain, even if these terms have changed or been altered in any way, unless you explicitly request to us, and after proving positive identification, that you wish to have us Terminate your obligations, which will revoke your acceptance of the terms and conditions. Your account may, and most probably will, be closed if this occurs and you agree that until you re-accept the terms set forth, in all ways, than you shall not be able to re-open your account or open a new account.

1.7.2

You also understand that You Canceling your account does not remove your agreement to these terms and conditions, and any other Anevry terms and conditions until we officially Terminate the account or terminate your obligations to any of our terms and conditions/agreements and then because of such removal of your obligations terminate the corresponding services/accounts/products. Canceling, once again, does not remove your obligations to these terms, and any other Anevry terms, unless we Terminate the account or you request to us that you wish for us to Terminate your acceptance of these Terms, at which point we may, and most probably will, Terminate your obligations to these terms as well as your rights to use any of our products, services, and businesses, until you re-accept our terms, and any additional terms that might be required. You agree to all of this and also agree that if you request us to Terminate Your obligations to any of our terms, that you must provide positive identification, and that you must also specify which terms you wish to have your obligations Terminated from (by giving us the full, official name, of the contract and any other required information to be specified elsewhere, otherwise, we will not process the request).

1.7.3 Background/Ghost Accounts

1.7.3.1

You also agree that Anevry may retain a Background/Ghost Account for you and in your full legal name and, if applicable, under your first Anevry Master Accounts' ID number, and in it, collect any information that could be accessible by anyone, and is public knowledge, such as but not limited

to, and provided solely by you with your permission, your full legal name, your address, your work place, your job title and status, your marital status, your age, your birth date, your contact information, basic figures and numbers relating to you such as, but not limited to, your average salary for example (for research purposes on our behalf), and other such publicly known information.

1.7.3.2

You also agree that with this publicly accessible information, Anevry may include within this Background Account any more secure, and private, information, but only information which has been collected by Anevry, under your permission, in the past, and which shall be collected in the securest way possible.

1.7.3.3

You also agree that Anevry may collect any information which is automatically collected by our servers and equipment, and the servers and equipments of third parties we employ, such information includes but is not limited to, computer information on the computers you use to access your account or any of our websites including our, or our third parties' servers, IP addresses used to access our sites, the responses to any of our services that require the filling-in of forms, and any and all activity performed under any Anevry account, service, product, or website.

1.7.3.4

You also agree that you may never have access to this account, regardless of applicable law, and that Anevry may retain this information for the life of the Background/Ghost Account, which is foreseeable forever, until such a time that you request the personally collected data to be removed, whereupon it shall be removed BUT the following must remain for legal purposes and you agree to this. The information that must be retained forever must be the most recently added to your account and is as follows: 1.) your full legal name, 2.) one (1) full set of contact information which includes: one (1) full living quarters address and billing address if it is different from your living quarters address, one (1) fully working telephone number (working at the time and the most recent one), and at least one (1) e-mail address (if applicable), along with 3.) your account history (log) including but not limited to, all past and present activities that you are having, or have had, with Anevry including the accounts you have had and do have, the services you have used or are using, and all business you have had with Anevry that has been recorded. To this you agree.

1.7.3.5

You also agree that the Background Account may only be fully deleted by Us and may be done so without any pre-notice, however we will inform you after it has been done, or before, if we wish you to be able to request that we don't remove the information.

1.8 Anevry Website Use

1.8.1

Your use of any Anevry Websites, on or offline, requires acceptance of these terms AND Anevry's Websites' Terms and Conditions, Privacy Policy, and Privacy Policy for Children and for the purpose of Section 1.3 all references to "Terms and Conditions" and any "Policies" not specified as any other Anevry terms or policies shall relate solely to the Anevry Websites' Terms and Policies as found below and on, or linked from, <http://www.anevry.com/>. If you do not comply, understand, and agree with the Anevry Website Terms and Conditions, Privacy Policy, and Privacy Policy for Children, found (or linked to) on all Anevry websites, you may not access any Anevry Website other than the first page on <http://www.anevry.com/> or the Terms and Conditions, Privacy Policy, Privacy Policy for Children, and these General Terms and Conditions pages located on that same website, and in subsection 1.3.2, 1.3.3, and 1.3.4, and accessible from all pages on that same website, until such a time occurs when you do agree and understand those terms. The website terms and policies found below supersede all, however, and if for any reason the terms and policies, applying to the use of the website and data collected from it (not any other terms or policies only the Terms and Policies relating to the websites' actual use), found on any of our websites differ from this one, then these Website Terms and Policies are to be held as supreme and overrule any differences found in the actual Websites' Terms and Policies, unless such terms and policies are different documents and serve other purposes than the terms found below, upon the pages in question. Differences should be made clear to legal@anevry.com.

1.8.2 ANEVRY'S WEBSITES' TERMS AND CONDITIONS (as it should, but may not, appear elsewhere):

Terms and Conditions

In order to use any Anevry product, service, or website you must acknowledge, agree to, and abide by the Terms and Conditions stated below. If you do not agree to these Terms and Conditions you must leave the Anevry website you are viewing and you may not return until you do agree to the Terms and Conditions. You may not view any other web page, whilst not agreeing to the Terms and Conditions, besides the home page and the Terms and Conditions page, once you agree with them you may access all public Anevry web pages. Along with this agreement you must also abide by the Privacy Policy and the Privacy Policy for Children which are listed on separate pages. Their links are provided at the bottom of this page and in the selection/navigation bar at the top of the page. Please also understand that these Terms of Use govern over ALL of our websites, regardless of whether or not these Terms are actually stated on these other sites, or a link to this page is instead provided. If you do not agree to these Terms you may also NOT access any other pages on any other of our websites other than the homepages of these other Anevry owned sites.

Any reference to the words "You", and "Your", as well as other similar pronouns and regardless of spelling, capitalization, and accuracy, occurring anywhere in these Terms, including anywhere above, shall refer specifically to the person reading these Terms and Conditions. Any reference to "Anevry", "Us", "The Company", "We", and "Our", along with any other similar pronouns, occurring likewise, anywhere in these Terms, including anywhere above regardless of spelling, capitalization, and accuracy, shall refer to the owner of this site and furthermore specifically to Anevry

Incorporated. The use of the word "Others" shall refer to anyone other than Anevry Incorporated and the use of the word "Them" and "Its" shall refer directly to the person, group of people or thing being referred to at the time, regardless of spelling, capitalization, and accuracy.

*Anevry reserves the right to alter and change these Terms of Use in any way it sees fit, at any time, with or without notification to visitors, and at its own discretion. Therefore, users of this and other Anevry sites should check these Terms of Use often for any updates that may have occurred.

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This site, all Anevry's sites, and all of Anevry's contents, as created by Anevry Incorporated and any of it's members, employees, affiliates, and divisions, including these Terms and Conditions are:

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*Permission to use any of our content requires a written letter of Consent and Permission from an Anevry company supervising or operating officer.

Disclaimer: Information Posted by Others

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Message Board Restrictions

Some certain areas of Anevry's sites may contain message boards where you may share information with other visitors to the site. You're the only person responsible for the content and consequences of your messages. By using this site, you agree that:

You won't use the site for chain letters, spam, solicitations or bulk communications.

You won't send or post any message that is unlawful, harassing, defamatory, abusive or threatening.

You won't impersonate any other person/entity or use an inappropriate name.

Anevry may delete or edit any message it decides violates its guidelines or is otherwise inappropriate.

If Anevry determines that you're violating its message board guidelines, Anevry may end your registration and your right to use the message board.

*Anevry may change these guidelines and rules for message boards on our sites at any time and at our own discretion, with or without notification to our visitors, as we see fit.

Credit/Debit Card/Online Transactions Guarantee

Anevry wants to make shopping online a convenient and safe experience. Here's our Credit/Debit Card/Online Transactions Guarantee:

Our computer system or the system we are using, safeguards all payment information that you transmit to us while using our site. This includes user names, passwords, credit/debit card numbers, credit/debit card expiration dates, addresses, and anything else you securely input to us. We convert your personal information into an extremely sophisticated and scrambled piece of data/code, known as encryption, which is then transmitted, through a secure connection, over the Internet to us. While in the computer system it is fully encrypted and scrambled so that it cannot be found or read EASILY by others. We shall make it as secure and difficult as technology and human resources permit!

As a company, it makes it easier for us and more secure for our users to potentially employ third party services for handling your online transactions with us. Any information we may provide to them will have been completely confirmed and allowed to be given to them, by you at some point during your transaction experience. This includes all of the information listed in the paragraph immediately above as well as anything you may further provide. These third party groups employ their own Terms of Use and security procedures which may or may not, depending on current situations, be more or less secure than Anevry's. We therefore hereby disclaim any liability from the information you willingly give and, accept to give, to these third parties, which may become lost or stolen. You must also agree to these third parties' Terms of Use and read them for more information on how your information will be handled by them. HOWEVER we do guarantee that any third parties we use have been thoroughly investigated by us as well as thorough information been reviewed before employing them for use.

***We use industry standards, and some of the most advanced technology, to protect your data from criminals who would try to get this information. All of our employees are background checked as thoroughly as possible, when they are employed, to ensure that your data is safe and that they will do you no harm BUT computers, technology, and people are advancing everyday, along with criminals. We cannot ensure that your data will not be found, as it is very possible that someone, somewhere, will discover a security hole. We WILL use the best technology, and security measures available to us to secure your data, however, as well as updating it frequently.

Please note: Employees of Anevry are not able to EASILY read any of your "Private" information, or information which is considered by the United States to be information that no single person should know, especially your password. This is for your personal privacy and safety of mind, so if you forget your password you will have to reset it to a completely new one.

Warranties

Many of the products sold by Anevry come with a Warranty of some form. If you'd like to see the Warranty before you order a product, click on the warranty link, if the product has one, or email us at products@anevry.com for more information. We'll provide you through that email with any information you may need, as long as it is legal, and/or send you a copy of the warranty details/tell you where you can get one.

Return Policy

We don't want you to have anything from Anevry that isn't completely satisfactory. If you wish to return an item, send it to us at:

Anevry Incorporated
25 Madden Road
West Brookfield, MA 01585
United States of America

-----Obtain:

- An RMA Number from products@anevry.com

On The Package:

- The RMA Number from products@anevry.com should be printed neatly and easily readable on the top of the package near the address.
- Our address and your return address.

Enclose a note telling us:

- The RMA Number you have received from products@anevry.com.
- How you want us to handle the return. We can exchange the item, issue a gift certificate, issue a refund, or credit the account/card originally charged.
- Why you're returning the item (for example, wrong size, damage in transit, and so on).
- The name and address to which we should send your refund or exchange.
- An email address, fax, or phone number so we can contact you if we need any more information or any problems arise.

-----*If we find your claim to be real after thorough investigation we will accept your claim and process it as you have described in your note.

Jurisdiction

The courts in Massachusetts, within the Jurisdiction of the United States of America, will have exclusive jurisdiction in all disputes relating to the use of this website, and the ordering of goods and services, as well as any disputes personally against Us.

Choice of Law

These terms and conditions will be governed and construed in accordance with Massachusetts law.

Anevry may change these terms and conditions with or without notice. Please review these Terms of Use regularly to see any changes. Anevry will try to post all major changes to these Terms and Conditions and their Privacy Policies but cannot promise that all changes will be announced.

Sales Limitation

The goods and services described on this site are currently available specifically within the United States of America but are available to be shipped anywhere outside of the United States, with the sole condition that you agree to pay any additional shipping fees and that any shipping discounts will become invalid for use in this instance.

*If you wish to have your product shipped to a location not listed on the shipping section of your transaction page, email us at: sales@anevry.com with your address, fully listed, and we will try our best to ship the item to you.

Linking

This site may contain links to websites operated by other businesses. Anevry does not control these other sites and isn't responsible for their content. We don't necessarily endorse the linked sites nor have any association with the operators of those sites either. We will not, however, EVER have any

material which constitutes as sexual or pornographic in nature, which contains excessive amounts of graphical/written and purposeful violence, or requires a visitor of the site to be at least 18 years of age, linked intentionally, by us, to any of our sites.

1.8.3 ANEVRY'S WEBSITES' PRIVACY POLICY (as it should, but may not, appear elsewhere):

Privacy Policy

Our Privacy Policy

Anevry Incorporated is committed to protecting your privacy. We use the information we collect about you to process orders and to personalize your experience at our website. This privacy statement explains how we gather information and how we protect your privacy.

Your Consent:

By using our website, you consent to the collection and use of this information by Anevry.

Note: We will not collect any of your "Private" information without your permission (given to us when you confirm a transmit of data through a "Send", "Submit", "Checkout", "Confirm", or similar link. We will only collect information that you have personally entered into our forms and confirmed for transit, and information which is necessary for the activity, event, product, service, and related Anevry offered material, you are accessing which requires the information.

The Information That Anevry Incorporated Collects

Ordering Online: When you order, we may need to know, but is not limited to, your full name, email address (if applicable), phone numbers, mailing address, credit/debit card number along with its expiration date, SSV Number, and similar card related information. This allows us to process and fulfill your order and to notify you of your order status. No information shall be taken purposefully other than what you supply in the forms we provide for this.

Promotions, Online Surveys & Announcements

If you decide to participate in an online survey, subscribe to an email list, enter a contest or use one of our other promotional features, we may ask for your name, address, email address and other important information to administer the contest, tabulate survey results or add you to subscriber lists. This information will absolutely NOT be sold, given to third parties, or allowed to be viewed publicly without your permission.

Browsing

We may use "cookies" to help us process your order and to customize information that we may present to you. A cookie is a small text file that does not personally identify users, although it does identify a user's computer. Our Cookies do not pose a threat to your computer, and they do not contain viruses or similar dangerous programs. Most Web browsers automatically accept cookies, but you can change this feature in your browser. We will NOT under any circumstances, use tracking cookies or force you to accept our cookies but if you do not accept our cookies you may have to start an order over again as our system will not remember your computer the next time you visit.

How Anevry Incorporated Protects Your Information

When you place an order, we use a secure server and method to protect your sensitive information. The secure server software encrypts all information you input before it is sent to us. Your information is used only to process and send orders, bill credit cards, and to contact you when necessary.

How We Use Information You Supply In Online Order Forms/Registrations

Anevry does not sell or rent customer lists. Anevry may partner with other similar companies to offer special services to our customers, in which case we will share the names and email addresses of our customers with those partners as long as the individual gives permission, but we will not release any other information to them about individuals.

Anevry may only disclose personal information if legally required to do so, if necessary to comply with legal procedures, to protect Anevry rights/property, or to take emergency action to protect the personal safety of users of the Anevry website or the public.

Links to Other Sites

The Anevry website includes links to other sites we think you might be interested in. Anevry is not responsible for the privacy practices or the content of such sites. Be aware of where you are at all times, the Internet can be a dangerous place!

Removing Your Information

If you give Anevry your contact information over this website, and you wish to have your name, and information related to your account removed from Anevry's database, please send us an email to legal@anevry.com, with specific details regarding your request (so your e-mail may be addressed accurately) AND then please wait 24-48 hours for more instructions/details.

Changes To Our Privacy Policy

If we change our privacy policy, we will post the changes to this page and this page only, but may do so at our discretion.

Contacting Us

Anevry welcomes your questions and comments about how we handle your privacy or any other problem you may have. You can reach us in any of the following ways:

Email: legal@anevry.com with the subject "Privacy:." Followed by your concern/question/comment OR if you are contacting us about something else, try looking at the 'Contact Us' link at the top of this page.

Regular mail (this is a mailing/shipping address only):

Anevry Incorporated
25 Madden Road
West Brookfield, MA 01585

1.8.4 ANEVRY'S WEBSITES' PRIVACY POLICY FOR CHILDREN (as it should, but may not, appear elsewhere):

Privacy Policy for Children/COPPA

Children's Guidelines: Please view the regular Privacy Policy as well as this one for complete details.

Anevry Incorporated follows these guidelines regarding children **under the age of 13:**

We do not collect personally identifiable "Private" information without getting parental consent in advance from children under the age of 13. We give parents the opportunity to prevent use of the information and the child's participation in a website activity because we do not force anyone to participate in any activity directly. We may require that a person participates in an activity to be further entered into another even but never force them to participate. Unless we have a parent's consent, we use online information only to respond to a child's requests or emails, and we do not contact anyone directly that is known to be under the age of 13.

We do not disclose personally identifiable information to un-partnered third parties or post such information on our site, regardless of a person's age.

We do not use games, prizes, or other activities to entice children to give more information than is needed for participation in said activity.

Any communication or activity that the child engages in with us through email or regular mail, will be responded to as any other message would be. We will not attempt to distinguish between adult and child when communicating by these methods. If we do, however, find that a child has been emailing us without parental consent, we will block the email address (if sent by email), promptly from our servers but it is up to the guardian of this child, to notify us if this occurs and if you are the parent of said child, to prevent your child from using our services further.

Note: We understand that accidents can happen. If your child pays for any of our services or subscribes to any of our services, under the age of 13, we will refund the complete order cost as long as the product is returned, please be aware however, that we will have a \$10 fee for processing this type of request, as a shelving fee. This request may be submitted by emailing legal@anevry.com, where you can then provide us with as much detail regarding the problem and request as possible AND further wait 24-48 hours for more instruction. *You must be over the age of 18 to submit this type of request and have a registered email address for us to contact, or provide for us a method of contacting you if you do not. If you wish us to contact you by a method other than by email it may take longer than 24-48 hours for the request to be completed.

1.9 Other Obligations and Warranties

1.9.1

You agree and warrant that the contact information you have provided to Anevry is complete and accurate, and you further agree to notify Anevry within fifteen days of a change to any such contact information. Contact information includes your full legal name, e-mail address, and mailing address and the name, mailing address, telephone number, facsimile number, and e-mail address of the technical and administrative contacts for your domain, if any.

1.9.2

You agree and warrant that your use of the Anevry Services and Anevry's Equipment, and all sales and distributions, by any and all means, of any type(s) of Content including, but not limited to, executable files (such as .EXE), digitized audio/visual files (such as MP3), or archived copies of copyrighted works (such as .ZIP); goods, including, but not limited to, videotapes and CD-ROM products, and any type of services by you, which are advertised and/or promoted by, or are in any other way directly or indirectly associated with your use of the Anevry Services or Anevry Equipment, shall at all times comply with all applicable Laws.

1.9.3

You agree and warrant that you will neither store on nor allow to be transmitted by Anevry's Equipment any data or other matter which constitutes, contains, or links to child pornography or which involves depictions of sexuality by someone who is or looks younger than eighteen years of age, regardless of their actual age, or by a performer who is portrayed or made to appear as a person under the age of eighteen years of age, or which could otherwise result from or cause harm to minors.

1.9.4

You agree and warrant that Your Data shall be solely for business, entertainment and/or educational purposes and that you shall assume the sole responsibility and duty to ensure that all such data, visual materials, advertising and other matter shall be transmitted exclusively to willing adults, or those age 13 and over, and only to places in which such materials comply with contemporary community standards and that you provide sufficient securities to protect against those underaged or those whom Your Data is not intended regarding their age, and that should Anevry find that in their opinion or through any other method, that Your Data is not sufficiently protected, they may remove it with or without notice to you.

1.9.5

You agree and warrant that Your Data shall not violate any Laws concerning obscenity and shall not contain or link to any pornography, or depictions of bestiality, rape, sexual assault, violence, torture or disfigurement, or other content deemed objectionable by Anevry, in its sole discretion.

1.9.6

You agree that you shall install and maintain appropriate and effective screening devices and/or procedures on Your Web Site to avoid access to, or communication of, any harmful matter or indecent communications to minors.

1.9.7

You agree that if, in Anevry's sole and exclusive judgment, Anevry concludes that Your Web Site displays, contains or links to any harmful matter or indecent materials or communications which are available to, or accessible by, minors, or displays or contains any material that consists of child pornography or which could otherwise result in harm to minors; then Anevry may, without prior notice to you and in Anevry's sole and exclusive discretion, either remove and erase the material from Your Web Site (if you have one from Anevry), and/or disable public access to the material on Your Web Site, and/or cease hosting Your Web Site (if you are using that service), without any liability of any kind to Anevry from either you or any third party.

1.9.8

You agree and warrant that you shall not engage in any false, deceptive or fraudulent activities in association with your use of the Anevry Services or Anevry's Equipment.

1.9.9

You agree and warrant that all applicable taxes have been paid or will be paid in full by you when due regarding all businesses and employees associated with your use of the Anevry Services and that no taxing authorities shall have any claim against Anevry or any persons affiliated therewith for the payment of such taxes.

1.9.10

You represent and warrant that you are over eighteen years of age (twenty one in places where eighteen years is not the age of majority), or have a legal representative that meets this requirement, and are, or your representative is, fully competent/allowed/authorized to enter into this Agreement, and should any of this be incorrect/invalid whilst under your submission, Anevry has no liability.

1.9.11

You agree to comply with all Laws rules regarding online conduct and acceptable Content.

1.9.12

You represent and warrant that you are not a national or resident of Burma/Myanmar, Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, and Syria or any other country subject to U.S. Treasury Department embargo restrictions, and that you are not listed in the "Entity List" or "Denied Persons List" maintained by the US Department of Commerce or the list of "Specially Designated Nationals and Blocked Persons" maintained by the US Department of Treasury. You further acknowledge that you are not a national or resident of a country whose name is otherwise omitted from the registration form for Anevry Services, if such an occurrence on the registration form exists. Residents of countries which are serviced by a Anevry affiliate are required to contract with those Anevry affiliates, and you represent and warrant that you are not a resident of one of those countries.

1.9.13

You agree to abide by United States and other applicable export control laws and not to transfer or permit the transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to your Anevry account any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software.

1.9.14

You agree that, at Anevry's sole discretion and with or without notice, Anevry shall be able to, at any time, make it necessary for certain other contracts to be agreed to, or signed (either electronically or physically), before use of other services at all, may be allowed. You also agree that should Anevry require any document or terms to be **physically** signed, that they may attach a separate document to the document in question, that allows for the Client, Anevry, or both to be able to sign the original document through it, and that, regardless of the method that this "Signature" document has been attached to the other document that it is being used on, it shall, for all intents and purposes, be assumed that the signature has actually been placed upon the physical document (the one that needs to be physically signed) itself. The above is regardless of whether this "Signature" document has been attached physically to the contract needed to be signed, or is actually copied onto the contract needed to be signed and then printed along with the contract physically and such a "Signature" document may include any other separate terms and may or may not issue or inform signers that it is or was a "Signature" document. The "Signature" documents include documents for the acceptance of, but not limited to, the signature of just the Client, in acceptance of the terms it is attached to, the signature of just Anevry in acceptance of the terms and/or their side of the terms it is attached to, or the signature of both parties in acceptance of the terms and their corresponding side of the terms/agreement that such a "Signature" document is attached to.

1.10 Miscellaneous Information and Terms

1.10.1.1

You confirm that you have unilaterally decided to enter the online and/or service businesses that you have chosen, and that these may be high risk businesses. You further confirm, understand, acknowledge and expressly agree that neither Anevry, any agent or representative of Anevry, nor any other person is currently representing or otherwise directly or indirectly communicating in any manner herein or otherwise, nor has at any time in the past, represented to you or has otherwise directly or indirectly communicated in any manner to you any guarantee, reassurance or any other communication of any kind, regardless of your implied beliefs or implied and suggestivity present in any of Anevry's advertisements or texts/documents, regarding:

1.10.1.2

the potential profitability, marketability, or likelihood of success of your endeavors through the use of the Anevry Services or Anevry's Equipment as set forth herein or otherwise;

1.10.1.3

the possibility or likelihood that use of any products and/or services provided by Anevry pursuant to this Agreement can or will result in the recoupment of any funds expended by you for any purpose; or

1.10.1.4

the existence, nonexistence, size or any other characteristics of any market for any products or services which involve your use, in any manner, of the Anevry Services or Anevry's Equipment pursuant to this Agreement.

1.10.2

You expressly acknowledge and agree that the success of any business endeavors which involve your use, in any manner, of the Anevry Services and/or Anevry's Equipment pursuant to this Agreement, like any other business endeavor, is subject to numerous factors, such as the effectiveness of its advertising and promotion, your administrative capabilities, etc., and that the ultimate success or failure of your business rests with you and not Anevry. You further expressly agree not to raise any claim of any kind against Anevry and to hold Anevry harmless from any claim of financial investment or other loss to you directly or indirectly resulting from your decision to use the Anevry Services and/or Anevry's Equipment pursuant to this Agreement.

1.10.3

Any and all services which are or may be provided to you by Anevry pursuant to this Agreement, including the licensure of rights herein, are non-exclusive and nothing in this Agreement shall limit or restrict Anevry from providing similar services and granting similar licenses to third parties regardless of whether such third parties are competitors of you. Nothing in this Agreement shall limit or restrict Anevry from engaging in any activities similar to yours or in competition with you.

1.10.4

In reliance on your express warranties regarding Your Data, Anevry shall neither have nor exert any editorial or other subjective control over the substantive content of Your Data that belongs to you or was put there by you. Anevry may or may not engage in any monitoring of Your Data, and may exercise no control over information which is found on the internet, except for its own Web Site. Anevry cannot be held responsible for the accuracy, correctness, or legality of such information, regardless of whether we monitor it or not. You are solely responsible for the content of Your Web Site (if you have one through us) and for verifying the accuracy and suitability of information and services you obtain from third parties via the internet.

1.11 Copyrights, Trademarks, Patents, Confidentiality, and Indemnification

1.11.1

During the course of this Agreement you may gain access to certain confidential, proprietary and trade secret business or technical information belonging to Anevry in connection with Anevry's performance of the Anevry Services ("Confidential Information"). You agree to preserve the confidentiality of all Confidential Information that is provided in connection with the Agreement, and shall not, without the prior written consent of Anevry, disclose or make available to any person, or use for your own or any other person's benefit, other than as necessary in performance of your obligations under this Agreement, any Confidential Information of Anevry. Anevry retains all right and title to such Confidential Information.

1.11.2

Anevry is a service mark of Anevry Incorporated. All rights reserved. The trademarks, logos, and service marks displayed on this Web Site (collectively, the "Marks") belong Anevry and/or its affiliates or third parties which have licensed those rights to Anevry ("Partners"); Anevry and Partners retain all rights to the Marks and nothing in this Agreement grants you or anyone else any right whatsoever to the use of the Marks. You may not use, reproduce, or display any Marks without their owner's prior written consent. All other trademarks, product names, and company names and logos appearing on Anevry's Web Site are the property of their respective owners.

1.11.3

Unless expressly stated otherwise on the Anevry Web Site, you should assume that all content, images, and materials appearing on this Web Site (collectively the "Anevry Content") are the sole property of Anevry. Both U.S. and international copyright laws and treaties protect such Anevry Content. You may not use, reproduce, display, or sell any Anevry Content without Anevry's prior written consent. You may not link to any page within Anevry's Web Site or frame any portion of the site without Anevry's prior written consent.

1.11.4

You agree that you shall fully defend and indemnify Anevry, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set forth in further Sections or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless Anevry, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that Anevry shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense.

1.12 Limited Liability and Legal Disclaimers

1.12.1

THE ANEVRY SERVICES, ANEVRY SOFTWARE, AND ANEVRY PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE ANEVRY SERVICES IS AT YOUR SOLE RISK. ANEVRY DOES NOT WARRANT THAT THE ANEVRY SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES ANEVRY MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE ANEVRY SERVICES. NO WARRANTY IS MADE BY ANEVRY REGARDING ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS AGREEMENT, AND ANEVRY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTIES AS TO THE AVAILABILITY, QUALITY, QUANTITY, OR CONTENT OF SERVICES OR GOODS PROVIDED TO YOU HEREUNDER, INCLUDING BUT NOT LIMITED TO YOUR SERVICES AND YOUR WEB SITE (IF APPLICABLE); AND (2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANEVRY DOES NOT GUARANTEE THAT ANY CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE THROUGH THE ANEVRY SERVICES WILL BE FREE OF VIRUSES, "WORMS", "TROJAN HORSES", OR OTHER HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT NO REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO YOU REGARDING THE POTENTIAL VOLUME OF PATRONAGE OF YOUR WEB SITE (IF YOU HAVE ONE OR HAVE APPLIED FOR ONE THROUGH ANEVRY) OR ANY OTHER PERSON'S OR ENTITY'S WEB SITE OR WEB PAGE (IF THEY HAVE ONE OR HAVE APPLIED FOR ONE THROUGH ANEVRY) THIS WARRANTY MAY BE SUPERCEDED BY OTHER WARRANTIES PRODUCED BY ANEVRY FOR ANY OTHER SERVICES/PRODUCTS.

1.12.2

YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT. IN NO CASE SHALL ANEVRY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF OR OTHERWISE RELATING TO THE ANEVRY SERVICES. SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH COUNTRIES, STATES OR JURISDICTIONS, ANEVRY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. EXCEPT AS EXPRESSLY SET FORTH IN ANY SEPARATE SOFTWARE LICENSE OR IN THIS AGREEMENT, ANEVRY DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED OR OTHERWISE ACCESSED USING THE ANEVRY SERVICES, AND ANEVRY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTIES. YOU HEREBY RELEASE ANEVRY FROM ANY AND ALL OBLIGATIONS, LIABILITY AND CLAIMS IN EXCESS OF THESE LIABILITY LIMITATIONS. THE TOTAL LIABILITY OF ANEVRY FOR BREACH OF WARRANTY ARISING OUT OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT, OR ANY OTHER CLAIM RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL SERVICE FEES PAID BY YOU TO ANEVRY IN THE SIX MONTHS PRECEDING SUCH ALLEGED BREACH, BUT IN NO EVENT TO EXCEED \$10,000.

2. ACCOUNTS:

2.1 Introduction

2.1.1

Anevry offers many Accounts and Sub-Accounts through which to use and maintain all of their services, and more importantly, to provide these services to you, the user. In order to interact with Anevry beyond an anonymous sparse-usage level, you are required to register for an account, and you agree to this registration by agreeing to these terms. You also agree that without an Anevry account of some form, you may not be able to access or gain the same number of services or products as those who do have accounts with Anevry and that to receive or be applicable for a majority of discounts and promotions you must have an Account with Anevry. You also agree and understand that, while not required for you to get an Anevry Account, it is recommended and required for you should you wish to have business with Anevry amounting to any more than short-term or quick-term, single-time, or sparse/rare, businesses, services, or transactions. Use of any Anevry account or sub-account requires these terms to be agreed to and followed as well as to their corresponding other terms and conditions and requirements, if applicable and present.

2.1.2

Anevry may, at its sole discretion and with or without any notice of any form, provide other types of Accounts, other than an Anevry Master Account, and may provide Sub-Accounts for these non-Master accounts which do not have to be linked under an Anevry Master Account. Anevry retains the full rights to, but not limited to, do the following: discontinue, modify, change the name of, change the services in, or in any other way destroy, remove, replace and/or alter any Anevry Account that it sees fit to AND Anevry reserves the right to add or remove Accounts, or Account Services, to specific people, groups, services, facilities, or in general.

2.1.3

You agree that Anevry may provide, or create, any number of additional accounts as they see fit, and determine whether or not these accounts might be separate entities from the Anevry Master Account or connected to it in any way. You also agree that Anevry can determine what is needed for any accounts they create, as well as, but not limited to, all information and services under each account and who may open/own/operate an account. All accounts other than the Anevry Master Account, and accounts under that account (unless such other accounts ARE somehow linked under the Master Account even though they are not related to it), are to be referred to as "Other Accounts" or by their appropriate and corresponding names. Anevry may also provide under each of these account similar or completely different items to those in the Anevry Master Account, such as, but not limited to, different or similar: account numbers, cards, logos, slogans, texts, fonts, services, pricing, account access points, equipment, servers, products, promotions/discounts, pin numbers, secluded services, and log-in credentials (if any of the list apply and whether or not these "Other Accounts" exist or shall ever exist).

2.1.4

Any holders of Anevry accounts must hold all information regarding any Anevry services, products, or accounts, not open to the general public or which is stated as secure/confidential/secret, confidential, secure, and secret AND to not disclose any information regarding the Anevry Accounts to any other person or entity who does not have such an account already, only Anevry may do so.

2.1.5

Anevry reserves the right to keep any part of their services and accounts, along with, but not limited to, the processes through which these accounts and their users conduct business, a secret.

2.2 Anevry Master Accounts

2.2.1

Anevry requires that any who use or register for an account, register for an Anevry Master Account before all others. An Anevry Master Account is the sole account through which most, if not all, other Sub-Accounts and Accounts shall be linked pending their, if at all, request for use, from you. If you do choose to use any Sub-Account and link it with your Anevry Master Account then you hereby agree to any terms, conditions, and requirements for the Sub-Account/s in question and agree to pay any and all fee's to them, which if you do already have an Anevry Master Account shall be debited through your by-default pre-linked Payment Account and if you do not already have an Anevry Master Account or payment method, you shall be billed to your most recent active billing address until you pay, or you can be debited through your Payment Account when it is set up. Fee's that apply are also subject to the terms in Section 1.3.

2.2.2

Subject to and conditioned upon Anevry's retained rights and all other terms and conditions set forth in this Agreement as well as other agreements, Anevry offers the Anevry Services and Anevry Sub-Accounts, as soon as practicable after registration for said accounts and payment of any and all fees due. You may receive, upon completion of a registration process, any of the following depending on your current status with us and what you have registered for:

2.2.2.1

1.) an Anevry Background Account (if one under your name does not already exist) and 2.) an Anevry Master Account with Card or ID number (if you do not already have one or are missing any pieces to the account) ,

2.2.2.2

3.) a pin number, which will be changed by you at a later time, and a random username and password, both of which will be changed by you at a later time (and then access may be made to your account using one of the following log-in “user-info” credentials: your ID number or your username IN COMBINATION WITH either one of the following log-in “authorization codes”: your four (4) digit pin number or your password), and

2.2.2.3

4.) one (1) copy, either digital or physical, of all signed/agreed-to contracts, forms, and services, all of which shall be listed and sent to you pending Our approval and your agreement to these terms.

2.2.3

You are responsible for maintaining the confidentiality of all of your Anevry Account/s information/s and content/s, and are fully responsible for all activities that occur under your account, unless viable proof is given for your not being in control of your account at the time of any incidents. You also agree that by using your Anevry Master Account AND by signing this agreement, that you have obtained and agree to the terms and conditions of an Anevry Master Account as found here (including the terms and conditions of any other Accounts that may be linked to the Master Account), and which such Sub-Accounts for which shall be linked to that Master Account fully.

2.2.4

You agree to immediately notify Anevry of any unauthorized uses of the account, and any Anevry account of yours, or any other breaches of security. Anevry cannot and will not be liable for any loss or damage from your failure to comply with this security obligation, or through ANY use of an Anevry Account.

2.2.5

You acknowledge and agree that under no circumstances will Anevry be liable, in any way, for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

2.2.6

You agree, that should you wish to have an Anevry Master Account, any Sub-Accounts of this Master Account, have any other Anevry (or Anevry owned) Account not linked to this Master Account, or go further in any form of a longer-term business with Anevry, you must fill out any and all required applications/forms for said Account or business.

2.2.7

You agree, that any information you supply shall be as accurate as possible, and that form/application submissions shall be as quick, accurate, and correct as possible.

2.2.8

You also agree that any of this information that you provide, Anevry may retain in a Background Account, in any of their records, or in any of your Accounts/Sub-Accounts.

2.2 Sub Accounts

2.2.1 The Anevry “WebPerx” Web Services Sub-Account of the Anevry Master Account

2.2.1.1 TERMS REGARDING NEW WEBSITES, WEBSITE DESIGNS, AND REVAMPS:

The below terms and conditions, all subsections of Section 2.2.1.1, shall apply and be the terms and conditions, which you hereby have to accept in order to have a WebPerx Sub-Account AND in order to have Anevry: make a new website on your behalf, create a new site design on your

behalf, revamp your old or current website on your behalf. Failure to comply or agree to any of these terms shall terminate your contract and any accounts, along with their services, that you may have. Along with your acceptance of the below terms, before you have Anevry create a new site design, website, or revamp on your old website on your behalf, both parties have to sign the terms (which will be located in a separate physical document) present in the subsections of Section 2.2.1.1. Furthermore, the terms encompassed in the subsections of Section 2.2.1.1 must be signed by both parties (as acceptance of terms for both sides) either electronically or through standard mail (with a physical contract being signed), the client (through an authorized representative) and Anevry (through an authorized representative), and you hereby agree to sign if you wish to have one of the corresponding services done for you, otherwise these Terms apply "as-is", and only your agreements shall stand until such a time as you sign it, then Anevry shall sign it, and both parties will be bound by the agreement below, otherwise, only you through acceptance of the entire General Terms and Conditions shall be bound by them. Use of the services provided hereunder, apply as applicable agreement on the part of the Client, and the version of these terms, present under the actual "Anevry Incorporated: General Terms and Conditions" as accessed under <http://www.anevry.com/>, shall be the actual copy of this contract. By using this service you must also agree to the "Anevry Incorporated: General Terms and Conditions" document. Should any of the following Terms differ from those you also agreed to in the General Terms and Conditions, then the General Terms and Conditions' Terms shall reign and hold supreme and supersede all differences here.

*Anevry Incorporated reserves the right to add or remove sections, as well as any content contained therein, to these Terms with applicable consent from both parties. When removing or altering anything in this contract, it becomes a 'custom' contract. When anything is ADDED or CHANGED in this contract TERMS it must be notified as such through a date (written next to it if a physical contract is used or printed in an official log book and signed electronically otherwise) located next to it, specifying the change-date, and the signature of Anevry Incorporated (with the signing date) AND a client Authorized Party (with the signing date) also located next to the added part. If anything should be REMOVED from these TERMS, it is to be signified by a noticeable cross-out, a date of removal located next to it, and the signature of Anevry Incorporated (with the signing date) AND a client Authorized Party (with the signing date) also located next to the added part.

2.2.1.1.1

Payment is due after each of a set of Milestones set within, and made clear as so through a contact method of some sort to be later determined. All invoices for Billable Expenses are payable within a net thirty (30) days of receipt. A 15% monthly service charge is payable on all overdue balances of any due payments regarding any Billable Expenses and the product as a whole. Anevry, if possible, shall debit all fees to your Payment Account, and in failure shall bill you directly through your billing contact information. Anevry retains all rights to all intermediate deliverables, and any contents of any website, submitted at any final and any milestones decided upon herein. Any grant of any license or right of copyright to the Client is conditioned on receipt of full payment by the Client of the Total amount and all Billable Expenses, however, Anevry Incorporated retains all rights to any site design and any of their content on supposed site as well as any rights to post a link on the site specifying Anevry as the creator of the site and providing discreet access to one of any of Anevry's websites. If regarding a webmaster payment or other web service payment, payment is due at most at net thirty (30) days after the receipt of the invoice and bill.

2.2.1.1.2

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

2.2.1.1.3

If any of Anevry's forms for Website Designs, New Websites, or Website Revamps are used for an estimate or assignment proposal, the fees and Billable Expenses shown are minimum expenses only. Final fees and Billable Expenses shall be shown when the final invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by ten percent (10%) or more, except when it is a late charge.

2.2.1.1.4

The Client shall reimburse Anevry Incorporated (Anevry) for all direct and indirect Billable Expenses arising from any assignment, regardless of whether the assignment is Cancelled or Terminated, and Anevry shall be paid in full for all of the work accomplished before Cancellation or Termination, which shall be determined by the Milestone markers set within. Billable Expenses include, but are not limited to, costs of commissioning images or voice talent, software or run-time license costs, the payment of any sales tax due on this assignment, any travel, research, postage and delivery, photocopying, and storage media expenses. The markup charged by Anevry for supervisory and handling time on all Billable expenses shall be fifteen (15) percent of the Billable Expenses incurred.

2.2.1.1.5

There shall be no charges to the Client for revisions or corrections or additions made necessary by errors on the part of Anevry. Any other changes requested by the Client shall be considered Client's Alterations if they are requested after the acceptance of a Site Design (signified as accepted by payment). Any changes and additions not due to the fault of Anevry and requested by the Client before the approval of one of the Site Designs are not considered Client's Alterations. The Client shall be responsible for making additional payments at the rate noted herein (if a site revamp/creation is requested) for any Client's Alterations and any other changes in original assignment requested by the Client. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer Anevry the first opportunity to make any changes. Any changes made after the final payment and acceptance of the site have been made, shall still be made with both the Client and Anevry residing under these Terms, and as long as the site exists, the Terms of Use applying to them shall remain in use and be accepted.

2.2.1.1.6

Unless otherwise set forth in a Description of Assignment form, access to Internet will be provided by a separate Internet Service Provider (ISP) to be contracted by the Client and who will not be a party to this agreement. The Client shall also provide Anevry with the user information, password, access means, and any other information that Anevry might need to provide this site for the Client, unless the provision is made through Anevry, through a separate form.

2.2.1.1.7

Anevry guarantees to notify the Client of any licensing and/or permission required for art-generating or electronic commerce or other proprietary programs to be used in the Client's website.

2.2.1.1.8

Anevry agrees to ensure any web sites made by Anevry retains all its functionality and conforms to the specifications during the Warranty period of one-hundred-eighty (180) days after the final payment and acceptance has been received. Anevry also agrees to provide at no additional cost to the Client, reasonable technical support during the Warranty Period for the Client itself to maintain the site on the Internet, Intranet, or Extranet, or webmaster services for an additional fee. Such maintenance and updates may include correcting any remaining errors or any failure of the site to conform to the specifications originally provided, but support and assistance shall not be provided for the development of enhancements to the originally contracted project. Such assistance shall not exceed seventy-two (72) hours per calendar month.

2.2.1.1.9

Anevry acknowledges and agrees that the source materials, technical, and marketing plans or other sensitive business information, as specified by the Client, including all materials containing such information, which are supplied by the Client to Anevry or developed by Anevry in the course of developing the site, are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of Anevry.

2.2.1.1.10

Upon the Client's request, an appropriate application being filled-out and filed by the Client (either electronically or physically), and a fee paid to Anevry, Anevry shall release the copyright of the site and make it possible for the Client to obtain ownership of the site design and/or collect all copies and originals of the source materials provided to Anevry by the Client and of the site as a whole. The exact price shall be decided at the time that this request might occur. It shall be signified by marking the box next to "Request Source Code/Copyright Ownership of Site" in the official "Website Creation/Revamp Form" and then applying the signatures (either electronically or physically) of both the Client and Anevry. This sub-agreement is not valid unless signatures are present, the box is checked, and a price is negotiated and set. Please be aware that this purchase by the Client of the source materials for their site is only for their Site Design, and nothing more. Materials, works, and images explicitly owned by Anevry must be removed, at the full responsibility of the Client, from the Site unless written permission from Anevry is granted. The link to Anevry, as required by subsection 2.2.1.1.1 must remain for the life of the websites existence, or until Anevry agrees through written consent, and possibly a fee, to allow it to be removed. Anevry also retains the right to refuse a request for source code and/or copyright ownership from the Client.

2.2.1.1.11

Anevry retains ownership of all original artwork, in any media, including digital files, whether preliminary or final. The Client waives the right to challenge the validity of Anevry's ownership of the art subject to this agreement because of any change or evolution of the laws. The Client will return all artwork submitted to the Client by Anevry within thirty (30) days of submission. When source material is given to the Client, the Client must take full responsibility to remove any works owned or copyright of Anevry other than the Site Design.

2.2.1.1.12

Anevry shall contact the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the site. Anevry shall inform the Client promptly by telephone or e-mail upon discovery of any event or problem that may delay the submission of any milestone deliverables by more than fourteen (14) calendar days. If this is in regards to webmaster services, progress reports shall be presented as part of the bill every thirty (30) days.

2.2.1.1.13

Anevry will make every good faith effort to test the deliverables thoroughly and make all necessary corrections as a result of such testing prior to handing over any deliverables to the Client. Unless otherwise noted in Acceptance milestone dates of the Production Schedule, during the Review Period within fourteen (14) calendar days of a Delivery, the Client shall either accept the deliverable and make the milestone payment set forth in the Production Schedule, or provide Anevry with written notice of any corrections to be made and a suggested date for completion of the corrections which should be mutually acceptable to both Anevry and the Client, or provide a written notice of assignment Termination if the work is found not to be reasonably satisfactory. The Client can Terminate the assignment only during this Review Period following the Delivery of a milestone deliverables. Any other termination of the Assignment shall be considered a Cancellation subject to the stipulations of further terms. Anevry shall designate some party of their company and the Client shall designate:

_____ as the only designated persons who will send and accept all deliverables and receive and make all communications between Anevry and the Client, Anevry's party shall be known as your "Direct Representative" and contact shall be made primarily through e-mail. Neither party shall have any obligation to consider for approval nor respond to materials submitted other than through the designated person/s or group/s listed above or materials submitted by other electronic means by the designated person/s or group/s such as, but not limited to, through your WebPerx account with Anevry. Each party has the right to change its designated person upon seven (7) days notice to the other. Regardless of whether or not a person is designated by the Client above, the signer of these specific terms, in regards to new websites, website designs, and website revamps from Anevry on behalf of the client, on behalf of the Client shall also be a designated person for the Client unless the Client no longer employs or has the services of this person, in which case a new signer must re-sign the contract along with another Anevry authorized representatives signature. This entire process may be done electronically or through physical mail, with a physical copy of these terms within the subsections of Section 2.2.1.1.

2.2.1.1.14

Client may declare the Cancellation of any assignment for reasons not related to assignment Termination defined in other sections. In the event of Cancellation of any assignment by the Client, any milestone payments made prior to cancellation shall be retained by Anevry, along with any that have been submitted but are pending payment. In addition, if cancellation is prior to the delivery of a Site Design, a cancellation fee of fifteen percent (15%) of the balance of the Total payments shall be paid by the Client. If the cancellation is later but prior to the acceptance of a Site Design, a fee of thirty percent (30%) of the balance of the Total payments shall be paid by the Client. If the cancellation is later but prior to the delivery of a Beta Version, the above cancellation fee shall be fifty percent (50%) of the balance of Total payments. If the cancellation is after the delivery of a Beta Version, the cancellation fee shall be one hundred percent (100%) of the balance of all remaining dues. Regardless of when the project is cancelled, all billable expenses already incurred by Anevry shall be paid by the Client in full. In the event of cancellation, Anevry retains ownership of all copyrights and any original artwork, works, and original content. Anevry agrees, in the event of cancellation, that all parts of the current website shall be left as is, and work may be resumed by Anevry at a later date OR through third parties but if third parties use any source code originally created through Anevry, the Client must use the "Request Source Code and Copyright of Site Design" sub-agreement found in other sections to transfer the ownership and source code to the Client for free use, but as subject to these Terms. If the Client wishes to cancel any webmaster service, a 15% charge will be applied to the overall obtained salary from the months worked, if it is cancelled before the first three months have been fully served and paid. Otherwise, cancellation may be processed, after 3 months, through a called meeting between Anevry and the Client, whereupon the Client and Anevry shall sign the "VOID" statements at the bottom of the webmaster agreement. Once signed, by either party, the webmaster services are cancelled.

2.2.1.1.15

In the event that work in process is found by the client not to be reasonably satisfactory in accordance with the Testing and Acceptance Procedures in other sections and whilst the conditions do not fall under the terms in other sections, the client may pay a termination fee to terminate the assignment. Any milestone payments made prior to termination shall be retained by Anevry. If assignment termination occurs prior to the acceptance of a Site Design, the client shall pay a rejection fee of ten percent (10%) of the balance of Total payments. If termination occurs after the delivery of a Beta Version, the termination fee shall be twenty percent (20%) of the balance of Total payments. If termination occurs after the acceptance of a Beta Version, the termination fee shall be one hundred percent (100%) of the balance of Total payments. Regardless of when the assignment is terminated, all billable expenses already incurred by Anevry or Anevry is liable to pay for shall be paid by the Client in full. In the event of termination, Anevry retains ownership of all copyrights and any original artwork created by Anevry, however, the Client retains all rights already purchased by Anevry on behalf of the Client from third parties. Anevry agrees, in the event of termination, that all parts of any current websites or work shall be left as is, and work may be resumed by Anevry at a later date OR through third parties but if third parties use any source code originally created through Anevry, the Client must use the "Request Source Code and Copyright of Site Design" sub-agreement to transfer the ownership and source code to the Client for free use, but as subject to these Terms.

2.2.1.1.16

Anevry shall be given credit on all floppy disks, tapes, documentation, and packaging used to distribute copies of the site contents subject to this agreement. Anevry shall also have the right to receive credit or copyright notice on any site document, site page, program script, or artwork developed subject to this agreement.

2.2.1.1.17

If the Client wishes to modify or enhance any site design licensed under these TERMS and by Anevry, then Anevry shall be given first option to provide an offer to perform such modifications or enhancements. Any alteration of any original art (color shift, mirroring, flopping, combination cut and paste, deletion, etc.), of page designs, HTML scripts, and interactivity scripts, etc. by entities other than Anevry are subject to the explicit permission of Anevry unless cancellation or termination of the production has occurred as found in Section 2.2.1.1.14 and 2.2.1.1.15, and appropriate permission has been gained for the use of the source code and after the Client has obtained the copyright ownership.

2.2.1.1.18

The Client must protect all final art which is the subject of this agreement against duplication and alteration if he/she wishes it to be copy protected. Anevry cannot copy protect the Client's own work through this contract.

2.2.1.1.19

The Client will indemnify Anevry against all claims and expenses arising from uses for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of programs that require such payments.

2.2.1.1.20

Anevry warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published by other parties, or that consent to use has been obtained; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained; that Anevry has full authority to make this agreement; and that the work prepared by Anevry does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of Anevry's product which may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD ANEVRY HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF ANEVRY'S PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

2.2.1.1.21

Client agrees that it shall not hold Anevry or its agents or employees liable for any incidental or consequential damages which arise from Anevry's failure to perform any aspect of any web Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Anevry or a third party. Furthermore, Anevry disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use. Neither shall the Client hold Anevry or its agents or employees liable for any incidental or consequential damages which arise from Anevry's use of ANY of Client's products, equipment, materials, or agents/employees, or through ANY of the services that Anevry uses, or the Client chooses to use from Anevry.

2.2.1.1.22

Modifications of the Agreement must be written and signed physically or logged and signed electronically, except that the invoices may include, and the Client shall pay, fees or expenses that were orally authorized by the Client in order to progress promptly with the work.

2.2.1.1.23

Any disputes in excess of one thousand (1000) US dollars arising out of this Agreement shall be submitted to binding arbitration of a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of Anevry.

2.2.1.1.24

The signature of both parties (physically or electronically) shall provide evidence of acceptance of these terms. Client agrees and understands that should they not sign these specific terms separately along with Anevry's signature, then the terms will be one-sided and only apply to the client (YOU).

2.2.1.3 Domain Name Registration and/or Hosting by Anevry or Anevry Employed Third Parties

Should you choose to register a domain name through Anevry, if Anevry offers this service at the time, Anevry will register a second level domain name on your behalf, provided such domain name is available for registration. Anevry may be the sole registrar or act only as an intermediary between you and the organization providing the domain name, and have no influence over the assignment of domain names. The registration of your domain name is subject to the terms and conditions of those third parties or Anevry (whichever is used to register), and is also subject to the terms of the Uniform Domain Name Dispute Resolution Policy. You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions of the UDRP in effect at the time of the dispute. Anevry assumes no liability in the event the domain name is unavailable or otherwise not assigned to you, and does not warrant or guarantee that assigned domain names do not infringe the rights of third parties, or that you will retain the rights to that domain name for any period of time. Upon payment in full of any and all registration fees/other fees, Anevry shall not own or otherwise legally control any domain name registered on your behalf, unless specified by Anevry otherwise in other terms and agreed to by You. You agree that you are responsible for any and all fees and costs related to the registration of your domain name, and you authorize Anevry to debit the Payment Account for any such fees and costs, as well as the fees and costs of the third parties debited to Anevry, and any additional fees and costs that Anevry may undergo or wish to put upon you for "Service" cost. Should the Payer of the Account fail to honor such debit, Anevry may, in its sole discretion, release, cancel, or otherwise dispose of or utilize Your domain name as it sees fit, with no obligation to You whatsoever (as long as the domain name is registered by us or registered through a third party by us, or used by us). You also agree not to attempt to steal, damage, or destroy your domain if owned by us or in a result of a release, cancel, or disposal or utilization by Anevry of your domain name.

2.2.1.4

You acknowledge and agree that Anevry or its agents, assignees or licensees may associate any data of any kind, in Anevry's sole discretion, with the Domain Name registered in association with Your Web Site (should you use these WebPerx services for a web site) or any URL incorporating said Domain Name until you replace such data with Your Web Site, at such times as Your Web Site is no longer available, and upon termination for any reason, for as long as Anevry or Anevry's agent, assignee or licensee continue to be listed as the hosting entity with the domain name registry used to register such Domain Name. This paragraph shall apply to any and all web pages generated by Anevry or its affiliates, including but not limited to 404 error pages.

2.2.1.5

You represent and warrant that your domain name does not infringe the copyright, trademark, or any other intellectual property rights of any person or company and that your domain name is otherwise in compliance with the terms of this agreement.

2.2.1.6

You shall inform Anevry of any claim or potential claim against your domain name, including but not limited to the initiation of a dispute under the UDRP, within five days of notification of same. Should you lose your right to use a domain name which is used in connection with the Anevry Services, whether through expiration of the domain name, judicial decree, administrative decisions of the UDRP or otherwise, you agree to inform Anevry immediately of the party to whom the domain name is to be transferred and you authorize Anevry to take any and all action necessary to effect such transfer.

2.2.1.7

Anevry may accept the transfer of domain names from other registrars, provided however, that you will be required to pay for an initial year of registration fees upon transfer. Domain names which have been prepaid for a period of more than one year but with fewer than nine years remaining may also be transferred, subject to the payment of an initial year of registration fees. An additional year will be added on to the remaining term of any transferred domain. Domain names with more than nine years remaining on the registration period may not be transferred. Upon the expiration of the one-year extension you will be charged an annual renewal fee for any subsequent renewal period. By requesting the transfer of your domain name you authorize Anevry to debit your Account for the one-year registration fee and any related fees or charges.

2.2.1.8

Anevry may provide Private Domain Registration Services and may be subject to further terms and conditions by Anevry and which may or may not be incorporated herein by reference.

2.2.1.9

Anevry may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name, permanently remove Your Data from the Anevry Equipment (or equipment it has registered for you or uses through third parties OR from third parties through which You solely have registered yourself for whilst using an Anevry Web Service or for an Anevry Web Service or at some point in time with an Anevry Web Service, as long as Anevry is the hosting entity currently listed), and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with the UDRP or relevant Laws if it is informed or otherwise believes, in its sole discretion, that your domain name violates the intellectual property rights of any third party or is otherwise the subject of a dispute. As more completely set forth in Sections 5, 6, and 9, you waive any and all claims you may have, now and forever, against Anevry relating to the registration, use, and subsequent transfers of your domain name and agree to indemnify and hold harmless Anevry from and against any such claims.

2.2.2

You agree to provide Anevry notice of any changes in the primary or secondary DNS address of your name servers (if Anevry is providing for your hosting or domain registration), to the extent you have installed and are operating those name servers or to the extent your domain name is held by another registrar and points to a website hosted by Anevry.

2.2.3

You agree and warrant that you will neither store on nor allow to be transmitted by Anevry's Equipment any data or other matter which constitutes, contains, or links to child pornography or which involves depictions of sexuality by someone who is or looks younger than eighteen years of age, regardless of their actual age, or by a performer who is portrayed or made to appear as a person under the age of eighteen years of age, or which could otherwise result from or cause harm to minors.

2.2.4

You agree and warrant that Your Data shall not violate any Laws concerning obscenity and shall not contain or link to any pornography, or depictions of bestiality, rape, sexual assault, violence, torture or disfigurement, or other content deemed objectionable by Anevry, in its sole discretion.

2.2.5

You agree that you shall install and maintain appropriate and effective screening devices and/or procedures on Your Web Site to avoid access to, or communication of, any harmful matter or indecent communications to minors.

2.2.6

You agree that if, in Anevry's sole and exclusive judgment, Anevry concludes that Your Web Site displays, contains or links to any harmful matter or indecent materials or communications which are available to, or accessible by, minors, or displays or contains any material that consists of child pornography or which could otherwise result in harm to minors; then Anevry may, without prior notice to you and in Anevry's sole and exclusive discretion, either remove and erase the material from Your Web Site (if you choose to have one through Anevry), and/or disable public access to the material on Your Web Site, and/or cease hosting Your Web Site (if you choose to have one through Anevry), without any liability of any kind to Anevry from either you or any third party.

2.2.7

You agree that in the event that Anevry is informed by any party that your domain name or any material on Your Web Site infringes the copyright of any party, or violates the right of publicity or privacy of any party, or consists of any other claim or violation of intellectual property rights of any kind, then Anevry may, without prior notice to you and in Anevry's sole and exclusive discretion, either remove the material from Your Web Site, and/or disable public access to your domain name or the material on Your Web Site, and/or terminate this Agreement, without any liability of any kind to Anevry from either you or any third party. As more completely set forth in Sections 5, 6 and 9, you waive any and all claims you may have, now and forever, against Anevry relating to any action taken in response to the claim that you have infringed the intellectual property rights of a third party, and agree to indemnify and hold harmless Anevry from and against any such claims.

2.2.8

You affirmatively represent, agree and warrant that you have and at all times shall have all necessary intellectual property rights, including, but not limited to, all copyrights, trademark and service mark rights and rights of publicity, both in the United States and throughout the world, to reproduce

and disseminate, via the Internet, Your Data or Content which you otherwise promote, advertise, disseminate and/or distribute to anyone by your direct or indirect use of the Anevry Services or Anevry's Equipment, prior to and at all times during the time such materials are promoted, advertised, disseminated or distributed through any direct or indirect use of the Anevry Services or Anevry's Equipment.

2.2.9

You agree and warrant that Your Data shall not constitute or contain or link to material which is libelous, slanderous, defamatory, or which will violate or infringe upon or will otherwise give rise to any adverse claim with respect to any common law or other right of any person or other entity, including, without limitation, privacy rights and all other personal and proprietary rights. You agree not to collect the personally identifiable data of any person without that person's consent, records of which shall be maintained throughout the term of this Agreement and for three years afterward. If you collect this data through Your Web Site you shall do so only pursuant to a posted privacy policy disclosing any and all uses of such identifiable data and in compliance with applicable law.

2.2.10

You agree and warrant that Your Data shall not contain or link to any material which is harmful, violent, threatening, abusive or hateful.

2.2.11

You agree and warrant that Your Data and any and all material(s) of every kind which you transmit using Anevry's Services or Equipment shall at all times be free from any and all damaging software defects, including, but not limited to, software "viruses", "worms", "Trojan Horses," and other source code anomalies, which may cause software or hardware disruption or failure, reduced computer operating speed, or compromise any security system. You agree that you will not attempt to access the Anevry Equipment or Web Site or another customer's Web Site without authorization, or use the Anevry Services to carry out, or assist in the carrying out of, any "denial of service" attacks on any other website or internet service.

2.2.12

You agree and warrant that you shall not use any form of mass unsolicited electronic mail solicitations, news group postings, IRC posting or any other form of "spamming," "phishing," or "mail bombing," and Anevry reserves the right to block mail from any source which Anevry believes, in its sole discretion, is being used to send such unsolicited e-mail, including but not limited to open mail relays.

2.2.13

You shall at all times use Web Site Space exclusively as a conventional Web Site. You shall not use the Web Site Space or Your Services in any way which may result in an excessive load on the Anevry Equipment, including but not limited to installing or running web proxies, using your allotted space as online backup or storage, or mirroring mass downloads. Use of Web Site Space and Your Services shall be in a manner consistent with this Agreement and shall not in any way impair the functioning or operation of Anevry's Equipment or network. Should your use of the Anevry Services result in an overly high load on the Anevry Equipment, in Anevry's sole discretion, Anevry may suspend your account until the cause of any such overload is determined and resolved.

2.2.14

You agree not to use any Anevry hosted e-mail accounts for the storage of files other than in the course of normal e-mail usage.

2.2.15

You shall not operate a high-frequency or high-demand, instant messaging, chat room using the Anevry Services unless expressly permitted by the terms and conditions of Your Services.

2.2.1 The Anevry "Beast Masters Trading Card Game" Other Account

2.2.1.1

The Beast Masters Trading Card Game account is an "Other Account" as made clear and specified in Section 2.1.3. It is not linked to any other account and is provided, or may be provided, to children under the age of 13 with their parents consent and parental signature upon their account/card. Any signatures on the Beast Masters Trading Card Game account card also counts as a signature and acceptance upon all of these terms, and all other terms relating to Beast Masters Trading Card game.

2.2.1.2

Members who play the game that are over the age of 13 may sign up for the account, sign their own card, and accept these terms as any other adult.

2.2.1.3

Adults, persons over the age of 18 (21 in some states), who play the game that are over the age of 18 shall have no age limitations on their Beast Masters Account as long as their signature remains upon the card and/or the account, with acceptance of these, and Beast Masters' Terms and Conditions.

2.2.1.4

Removing your obligations to the Terms and Conditions of Beast Masters, is the same process as removing your obligations to the Terms and Conditions of an Anevry Master Account as specified in Section 1.7.1 and shall have the same consequences as removing your obligations to an Anevry Master Account as well.

2.2.1.5

All general requests of any sort, regarding Beast Masters, shall be addressed to info@beastmasters-tcg.com, or more specifically to any of the accounts listed on the official webpage for Beast Masters under the 'Contact Us' sub-link, and by contacting any Anevry or Beast Masters e-mail address you agree to let them respond in any fashion, and accept such responses and contacts from Anevry/Beast Masters.

The official website for Beast Masters, and affiliated accounts, is <http://www.beastmasters-tcg.com/>.

Anevry may make any websites regarding Beast Masters and for each of these websites the terms and conditions and policies for Anevry Website use, as made clear in 1.8, apply fully.

Anevry owns all of the rights to their game as well as all parts of their game whether sold/given to you, or not, by any party unless specifically specified by Anevry, in writing, otherwise.

The additional Beast Masters' Terms and Conditions, as shown below, apply to the fullest extent in co-existence with all other terms within this contract, the official Beast Masters' Terms and Conditions located on the official Beast Masters' Website supersede all other copies of those terms and conditions except for the Terms and Conditions shown below, which supersede the Terms and Conditions displayed on the Beast Masters' Official Website. If anything differs between any other copy and the Terms and Conditions displayed on the official website, then the Terms on Conditions displayed on the official website hold supreme AND if any part of the Terms and Conditions displayed on the official website differ from the ones shown below, the ones below hold supreme.

2.2.1.5.1 THE BEAST MASTERS' TERMS AND CONDITIONS CONTRACT/AGREEMENT (as it should, but may not, appear elsewhere):

Beast Masters Trading Card Game- Terms of Use

The following Terms of Use are to be understood as legally binding and in order to play, use, or view Beast Masters and affiliated materials, you must agree and abide by them completely! We also reserve the right to update this Terms of Use at any time, all updates will immediately show up on THIS VERSION of the Terms of Use but may take longer to appear in other electronic or paper versions, we therefore will not take legal action against anyone who viably is unable to comply with updated parts of our Terms of Use because they are unable to access them. The Terms of Use you should follow should be the website format; the other formats are just for those who do not have internet access. For a copy of the most updated version check this page here or mail us a request at: 25 Madden Road, West Brookfield, MA, 01585. Please note that this address is only our mailing/shipping address!

INTRODUCTION:

For ease of writing this Terms of Use please understand that us, Beast Masters, Anevry Incorporated, the game, Anevry, and any context using a mixture of these terms and/or different spellings of such, including any other words accepted in the Universal English Language to refer to a first person speaker/writer/informer, refers to Anevry Incorporated the company and any referral to you, the user, the viewer, the player and any context using a mixture of these terms and or different spellings of such, including any other words accepted in the Universal English Language to refer to a target of these writings, refers to any user of Beast Masters and its materials, and YOU the reader of this Terms of Use. This Terms of Use paper is to disclaim any possible legal issues that may arise incorrectly to Anevry Incorporated and to the users of our Beast Masters product. This Terms of Use paper should also be used to make it clear how this game can be played in a legally safe manner, what is and isn't expected of the user, and what is forbidden by law. Please also note that when "(quotes)" appear around a word it means that this word is one that applies specifically to part of our game, but may or may not be a word also within the Universal English Language that may or may not have the same meaning as is used in the game's context.

BEAST MASTERS DESCRIPTION:

Beast Masters Game is a (TCG) Trading Card Game, a game which cards may be purchased or traded for other cards of the same game and also a game that has a set of rules contained in a rule book that are used to coordinate with the cards to, when put to use, produce a fun and entertaining game. Beast Masters is created by Anevry Incorporated and was meant to be played in a fun manner whilst also an educational one, however we must disclaim any responsibility if our best efforts at making it so, aren't enough or up to your expectations, or the expectations of a larger group of people.

NOTICE OF COPYRIGHT:

Please understand that Beast Masters is legal property of Anevry Incorporated in the United States of America and/or other countries and that you ABSOLUTELY MAY NOT copy, steal, forge, or create your own versions, in part or in whole, of any of our material unless stated by us. If we find that

you have been using forged, copied, or stolen items we will confiscate them legally from you. (Please note that this is for legal purposes only, and not to restrict your rights!)

DISCLAIMER OF ACCURATE RECOMMENDATIONS:

We attempt to speculate an age at which this game may be played and with as much ease as possible, and within acceptable content limits, but we cannot possibly be exact in our recommendations for age or any other aspect of our game/products, as they have not been officially reviewed by any other group of people other than our own ratings department. Therefore, we disclaim all liability if our recommendations do not hold completely true. We DO make the best effort to have our recommendations be as accurate as possible but they may not be completely perfect. We suggest, if you are a parent/guardian to go thoroughly through the game and decide for yourselves. We can also offer better information regarding this if you e-mail us at: info@beastmasters-tcg.com.

DISCLAIMER OF FICTITIOUS ITEMS WITHIN OUR PRODUCT:

It is to be understood that any stories, ideas, or opinions not specifically labeled as an actual person's story, idea, or opinion is to be considered COMPLETELY fictitious in all ways. They are not true, and any similarity between real stories, ideas, opinions, real people, and/or real events has happened completely by chance and was not in any way intended. Real stories, ideas, opinions, real people, and/or real events will be clearly labeled as such.

REMOVAL OF LIABILITY FROM ANEVRY FOR YOUR PERSONAL MISHAP:

Anevry Incorporated, the creators of Beast Masters, will not be in any way liable for any mishap that has resulted due to miss-interpretation of any part of their Beast Masters production line which includes but is not limited to, their Rule Books, Websites, Audio Material, Packaging, Tips, Ideas, and/or Opinions. As we clearly do not suggest any dangerous acts to be performed that are not clearly disclaimed in this Terms of Use, no legal liability shall be put on Anevry Incorporated, and you are responsible for your own actions, whatever they may be.

FRIENDLY "STAKES" ON THE GAME:

As part of our game we require that, in the occurrence of a player loosing a "battle", to give one of their "Mirigate Shards", and in the absence of a "Mirigate Shard" their "best" card, to the winning player. The loosing players "shard" card goes to the winning player as a prize. The official rule is to be followed ALWAYS as part of fair play. This is referred to as placing "stakes" on the game. *Please notice that this rule is subject to some exceptions (stated in more detail in the Rule Book) and that ONLY IN-GAME ITEMS ARE TO BE PLACED FOR STAKES!

UNDERSTANDING OF OWNERSHIP/LICENSE TO USERS:

Any Beast Masters items purchased from us, whether retail, or user purchased still belongs to us in all ways. We reserve the right to re-laim any and all Beast Masters materials from you or ban you from purchasing items from our stores again if the need arises, but please realize that we will do our best to make sure this never has to happen unless the need is too great for us to handle it in a friendly manner any longer. Such situations related to our product Beast Masters include but are not limited to: Theft, Counterfeiting, Slanderous use of our content, Attempt to threaten another player on our forums using our product, Threatening to take legally action against us because of something in our game that upsets you, in the hope that it will force us to change it, and/or Blackmailing us or our players/users in any way.

ELECTRONIC MEDIA DISCLAIMER:

Whilst we do not feel that any harm should come to your computer from the use of our electronic media and whilst we also have tested these products very carefully, everybody's computer is different and we cannot therefore be held legally liable for any electronic or personal mishap or computer error/injury that may occur from using our electronic products.

OTHER DISCLAIMERS AND PROTECTION:

All of the above content disclaiming Anevry Incorporated shall also apply to all of Anevry Incorporated's employees, affiliates, and other Beast Masters viewers, players, or users, whilst also applying to Anevry as a whole.

Beast Masters is owned and operated by Anevry Incorporated and by using/playing this game you agree that it is so. You also agree, by purchasing our game, to follow ONLY the rules set forth by us in our official recognized rule book, as Beast Masters is regardless of purchase, property of Anevry Incorporated. If at any time we feel a legal issue may be faced with us due to your miss-use of our game, we reserve the right to reclaim any Beast Masters materials in your possession and this reclaiming will be done in a legal and safely coordinated fashion, but probably will not occur if these problems are resolved in a timely manner.

*Please understand that the above Terms of Use are not to withhold your rights but rather to protect you and Anevry Incorporated from legal issues and we will do all in our power to keep it as such. If at any time legal action is taken please be aware that we WILL have taken all possible "friendly" action before making that decision.

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*Beast Masters, and all related products, are trademarks of Anevry Incorporated in the United States and/or other countries.

3. FINAL DETAILS:

3.2 No Further Business Venture

Nothing in this Agreement is intended by the Parties to create or constitute an agency, joint or collaborative venture, or partnership of any kind between Anevry and you, nor shall anything in this Agreement be construed as constituting or creating any such agency, joint or collaborative venture, or partnership between Anevry and you. Anevry shall have no control or ownership interests of any kind in your business. Anevry shall have no direct financial or other interest in, nor in any way "own" any online "store" or other online venture pertaining to your use of the Anevry Services or Anevry's Equipment. Anevry's relationship to you shall be restricted to matters pertaining to the provision of the Anevry Services as set forth in this agreement.

3.3 Termination

3.3.1

You or Anevry may terminate this Agreement at any time for any reason, with or without cause and in response your services/accounts will be ended. Anevry may suspend performance under or terminate this Agreement and cease transmission of data associated with Your Web Site immediately and without notice:

3.3.1.1

if Anevry, in its sole discretion, deems that you have breached any part of this Agreement, including, without limitation, any warranty or obligation set forth,

3.3.1.2

if your Payment Account provider refuses payment of fees or charges or you refuse authorization for same, or

3.3.1.3

if payment for the Anevry Services is more than thirty (30) days overdue.

3.3.1.4

You further agree that in the event that Anevry believes, in its sole discretion, that you have breached any provision(s) of this Agreement, or any of its subparts, by storing or allowing material such as that described in the aforementioned Sections, or any of its subparagraphs, to be transmitted by Anevry's Equipment, that Anevry may without any liability to you, and in addition to any other remedies, erase or purge such materials from Anevry's Equipment without prior notice to you.

3.3.1.5

After termination, you will no longer have access to your account and Your Data, including but not limited to e-mails, log files, databases, or other data files associated with your account may be deleted. Anevry accepts no liability for such deleted information or content.

3.3 Your Privacy

3.3.1

It is Anevry's policy to respect your privacy. Anevry will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless Anevry deems it necessary, in its sole discretion, to:

3.3.1.1

comply with legal process or other legal requirements, including but not limited to responding to civil or criminal subpoenas, search warrants, national security letters, or other requests for information from law enforcement officials;

3.3.1.2

protect and defend the rights or property of Anevry or its officers, agents, affiliates, and licensees;

3.3.1.3

enforce this Agreement; or

3.3.1.4

protect the interests of other Anevry customers

3.3.2

NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, ANEVRY RESERVES THE RIGHT (SUBJECT TO APPLICABLE LOCAL LAW), IN ITS SOLE DISCRETION, TO MONITOR YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO THE USE OF A USER'S MASTER ACCOUNT AND ANY SUB-ACCOUNTS, FOR THE PURPOSE OF INVESTIGATING VIOLATIONS OF THIS AGREEMENT OR TO ASSIST WITH CRIMINAL OR CIVIL INVESTIGATIONS.

3.3.3

Your IP address is transmitted and recorded with each message you send using the Anevry Services. Anevry does provide certain information in aggregate form collected from and relating to you to third persons such as advertisers. For a more detailed description of the types and uses of personal information collected from you, please read the Anevry Privacy Policy in Section 1.8.3.

3.3.4

INTERNATIONAL CUSTOMERS UNDERSTAND AND AGREE THAT THE ANEVRY SERVICES ARE PROVIDED BY ANEVRY INCORPORATED IN THE UNITED STATES OF AMERICA. THE PERSONAL INFORMATION WHICH YOU GIVE ANEVRY WILL BE TRANSFERRED TO AND MAINTAINED IN THE UNITED STATES AND ELSEWHERE. IF YOU DO NOT CONSENT TO THIS TRANSFER, DO NOT ACCEPT THE TERMS AND CONDITIONS FOR THE ANEVRY SERVICE. INTERNATIONAL CUSTOMERS FURTHER UNDERSTAND AND AGREE THAT ANEVRY MAY DISCLOSE PERSONAL INFORMATION ABOUT THEM AND THEIR WEBSITE OR DOMAIN NAMES PURSUANT TO THIS SECTION, AND WAIVE ANY RIGHTS TO PRIVACY OR PROTECTION OF PERSONAL DATA RELATING TO SUCH INFORMATION TO THE FULLEST EXTENT PERMITTED UNDER NATIONAL AND INTERNATIONAL LAW.

3.4 Law

3.4.1

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision.

3.5 No Waiver

3.5.1

Failure of Anevry at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of Anevry.

3.6 Notices

3.6.1

Anevry may provide notice to you via e-mail sent to the e-mail address provided by you upon registration or as subsequently provided by you to Anevry. Such notice is deemed effective whether you receive it or not and shall be deemed written notice for the purposes of this Agreement.

3.6.2

You may provide notice to Anevry in one of the following ways:

3.6.2.1

by addressing the notice as indicated below and depositing the same by registered or certified mail, postage prepaid, in the United States mail, Anevry Incorporated, 25 Madden Road, West Brookfield, MA 01585;

3.6.2.2

by Federal Express (FedEx) / Universal Parcel Service (UPS); or

3.6.2.3

by e-mail and registered or certified mail.

3.6.3

Such notices, statements or other documents so delivered to Anevry, except as this Agreement expressly provides otherwise, shall be conclusively deemed to have been given when first delivered, on the date of delivery or on the first date of receipt. Notice by e-mail to Anevry shall be deemed ineffective unless sent with your Card Number and Personal Verification Number (PVN) located within your account and NOT your Personal Identification Number OR password! Otherwise, if these security devices are missing any e-mail notices sent of use are to be considered null and void unless a copy of such notice is also sent by registered or certified mail, and postmarked not more than five days subsequent to the giving of e-mail notice. Any such e-mail notice to Anevry shall be deemed effective as of the date on which Anevry receives the certified or registered mail notice.

3.7 Force Termination

3.7.1

In the event of "force termination" (as defined below), Anevry may terminate this Agreement without liability to you. For purposes of the Agreement, "force termination" shall mean circumstances or occurrences beyond Anevry's reasonable control, whether or not foreseeable at the time of entering into the Agreement, in consequence of which Anevry cannot reasonably be required to perform its obligations hereunder or otherwise perform its obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of a god, the rashness of mistakes of any Anevry employee or authoritative member of Anevry, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, termination or temporary unavailability of any computer hardware or software, server, or network on which the Anevry Services are located or maintained or through which the Anevry Services are provided, and nonavailability of any permits, licenses and/or authorizations required by governmental authority.

3.7.2

Anevry reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Anevry Services (or any part thereof) with or without notice. You agree that Anevry shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Anevry Services.

4. NO RESALE:

This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without Anevry's prior written consent. In particular, you may not sell accounts or subaccounts to third parties. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. Anevry may assign or license any or all of its rights and/or obligations hereunder in its free, sole, and unfettered discretion.

5. ACCEPTANCE OF TERMS:

This Agreement shall be interpreted according to the laws of the Commonwealth of Massachusetts, United States of America, and, where applicable, the federal law of the United States of America, without regard to conflicts of law principles.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of Anevry or you has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and Anevry and you hereby acknowledge and agree that neither Anevry nor you have executed this Agreement in reliance upon any such representation or promise.

This Agreement may be materially altered by Anevry by posting the new version of the Agreement at <http://www.anevry.com/> and if posted in this manner, shall be effective immediately upon posting such notice. In the event that Anevry does materially change the terms of this Agreement, you accept and shall be bound by such changed terms until such a time occurs that you opt out of such obligations (upon which your accounts, product-use as bound by these terms, and services shall be ended) and such a request from you has been processed by us. You agree to accept the changed terms until we accept your opt-out of such obligations, but this processing and waiting period shall be no longer than one continual fortnight (fourteen (14) days).

You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of Anevry. No additional or conflicting term in any other document used by you will have any legal effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

Your acceptance of these terms is provided through any use of any Anevry Incorporated services, products, features, accounts, websites, and any likewise related material, your signature on these terms either electronically or physically, and/or a notice from Anevry Incorporated confirming your order/agreement-signature, whichever comes first.

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*To contact Anevry Incorporated regarding anything "Legal" related, e-mail legal@anevry.com.

*For more information, visit <http://www.anevry.com/>.

***Signature Notice: Electronic signature methods of any form, from the Client, the physical and direct signature upon this document, or the use of a "Signature" document as provided by Anevry, shall be enough to constitute as an acceptable method of acceptance of these terms. You accept and agree to these terms regardless of the signed status of the below "Signature" document, but you may as a reader and acceptor of these terms, choose to confirm your acceptance of these terms with Anevry.**

To confirm with Anevry: You may print this document, sign the "Signature" document attached below, and mail it to Anevry Incorporated at 25 Madden Road, West Brookfield, MA 01585, United States of America. Upon our receiving these signed terms, we will process the request and add your "Confirmed" status to your account/s. Users with "Confirmed" accounts can apply for additional and larger discounts, promotions, and other benefits!

Client Signature Document

***The below signature form and the entire contents of this "Signature" document, as additionally made clear through Section 1.9.14 of the Anevry Incorporated: General Terms and Conditions, hereby may be attached to any contract/agreement needing to be physically signed and any signature and fill-out of this document by any person shall constitute as acceptance of the contract this document is placed upon and as if the signature and acceptance had actually been made upon the document that this "Signature" document has been signed for and attached to, as further specified by the content located on the "Official Contract/Agreement Name" line.**

Official Contract/Agreement Name: Anevry Incorporated: General Terms and Conditions

CLIENT

By: _____
Signature

Printed Name: _____

Account/Customer ID (if applicable): _____

Date: _____