

Web Site Use Agreement for RecyclingBin.com

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY.

RECYCLINGBIN.COM ONLINE WEB SITE USE AGREEMENT

This Web Site Use Agreement ("Agreement") is entered into by you, RecyclingBin.com are collectively referred to herein as "RecyclingBin.com " or "RBC") The RBC Web Site <http://www.recyclingbin.com> is comprised of various web sites, web pages, tools, information, software, content, and features (collectively, "RBC Web Site") operated by Intercycle, LLC.

This Agreement sets forth the terms and conditions under which you use the RBC Web Site and under which RBC agrees to your use of the RBC Web Site. By using the RBC Web Site, you agree to be bound by the terms of this Agreement. This Agreement includes RBC's Acceptable Use Policy (which is attached hereto as Attachment A), RBC's Privacy Policy (which is available at <http://www.recyclingbin.com/docs/privacy.html> and incorporated herein by reference), and any notices regarding the RBC Web Site (all of which are available for review at <http://www.recyclingbin.com/docs/>, and are incorporated herein by reference). You may also receive a copy of this Agreement by writing us at: Intercycle 92 Newark Pompton Tpke, Wayne, NJ 07470 Attention: Web Site Use Agreement.

If you do not agree to the terms of this Agreement, you must immediately stop your use of the RBC Web Site.

SCOPE OF RBC WEB SITE

RBC makes the RBC Web Site available to users at no charge. The features of the RBC Web Site may include but are not limited to, access to email services (through RBC or other email providers), search capabilities, account management tools, connections to certain content (news, weather and sports, for example), an MP3 player, certain diagnostic tools for troubleshooting and certain games. The RBC Web Site is intended solely for your private and personal use on your computer. Any other use or any attempt to use the RBC Web Site for commercial or other purposes is strictly prohibited.

1. REGISTERED USERS

You agree that the information you provide during the RBC Web Site registration is accurate and that you are 13 years of age or older.

2. NO WARRANTY

RBC (AND ITS THIRD PARTY SUPPLIERS AND LICENSORS) PROVIDE THE RBC WEB SITE ON AN "AS IS," AS AVAILABLE, BASIS, WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, OR THOSE WARRANTIES WHICH MAY ARISE BY COURSE OF DEALING, OR COURSE OF TRADE. ALSO, THERE IS NO WARRANTY OF LACK OF VIRUSES OR OTHER DISABLING CODE OR CONDITION, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. THE ENTIRE RISK ARISING OUT OF THE USE, QUALITY, ACCURACY, EFFORT, OR PERFORMANCE OF THE RBC WEB SITE IS WITH YOU. IN ADDITION, RBC DOES NOT WARRANT THE SECURITY OF THE RBC WEB SITE OR, INFORMATION, SOFTWARE, CONTENT, AND FEATURES AVAILABLE THROUGH IT WILL BE UNINTERRUPTED, ERROR-FREE, PROVIDED PROPERLY OR

COMPLETELY, OR BE AVAILABLE 24 HOURS PER DAY, 7 DAYS PER WEEK. RBC IN ITS DISCRETION MAY PROVIDE SUPPORT FOR THE RBC WEB SITE.

3. LIMITATION OF LIABILITY

IN NO EVENT WILL RBC BE LIABLE TO ANY PARTY FOR (i) ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) OR ANY OTHER DAMAGES ARISING IN ANY WAY FROM OR IN CONNECTION WITH THE AVAILABILITY, USE, RELIANCE ON, PERFORMANCE OF THE RBC WEB SITE, PROVISION OF OR FAILURE TO PROVIDE THE RBC WEB SITE, LOSS OF DATA, YOUR ACCESS OR INABILITY TO ACCESS OR USE THE RBC WEB SITE OR YOUR USE AND RELIANCE ON INFORMATION OR CONTENT AVAILABLE ON OR THROUGH THE RBC WEB SITE, INCLUDING VIRUSES ALLEGED TO HAVE BEEN OBTAINED, OR INVASION OF PRIVACY FROM OR THROUGH THE RBC WEB SITE, EVEN IF RBC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE; OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER DYSFUNCTION IN, OR DESTRUCTIVE PROPERTIES OF, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE RBC WEB SITE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES OR JURISDICTIONS, RBC'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

4. RIGHT TO CHANGE, MODIFY OR TERMINATE RBC WEB SITE

Without prejudice to any other rights that RBC may have, RBC reserves the right and sole discretion to change, limit, terminate, modify at any time, temporarily or permanently cease to provide the RBC Web Site or any part thereof to any user or group of users, without prior notice and for any reason or no reason. In the event you or RBC terminate this Agreement, you must immediately stop using the RBC Web Site.

5. CHANGES TO AGREEMENT

RBC reserves the right, from time to time, to amend or change this Agreement (including any of the policies which may be applicable to your use of the RBC Web Site) by posting such revisions to the RBC's Guidelines and Policies page located at <http://www.recyclingbin.com/policy/>. You agree to visit this web site periodically to be aware of and review any such revisions. Changes to this Agreement shall be effective upon posting. By continuing to use the RBC Web Site after revisions are in posted, you accept the revisions and agree to abide by them.

6. INTELLECTUAL PROPERTY RIGHTS

All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the RBC Web Site (including but not limited to, related software and including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the software, and any copies of the software), are owned by RBC, its affiliates or suppliers. All title and intellectual property rights in and to the information and content which may be accessed through use of the RBC Web Site are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such content, nor does it grant any rights to the RBC Web Site other than the right to use the RBC Web Site according to the terms of the Agreement.

7. INDEMNIFICATION

You agree to defend, indemnify and hold harmless RBC and its officers, directors, employees, agents and suppliers from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of this Agreement by you (or any parties who use your computer, with or without your permission, to access the RBC Web Site); (b) the use of the RBC Web Site or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your computer to access the RBC Web Site, with or without your permission); (c) negligent acts, errors, or omissions by you (or any parties who use your computer to access the RBC Web Site, with or without your permission); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the RBC Web Site or the Internet.

8. MANAGEMENT OF YOUR DATA

You are solely responsible for obtaining, installing, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the RBC Web Site. Minimum systems requirements apply to the use of the RBC Web Site and it is your responsibility to ensure your computer system complies with these requirements. You are responsible for management of your information, including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on your router. You are also responsible for development and maintenance of any security procedures you deem appropriate, such as logon security and encryption of data, user ID and password on your router and firewalls, to protect your information. RBC is not responsible for back-up and restoration of your information or for any loss of or disablement of access to your information, including without limitation, email and address book information. In addition, you agree that information required by the Web Site software (including any personalization information) and other identifying information requested by RBC or its portal supplier may be placed in our user directory.

9. LIMITATIONS ON USE

- a. The Internet is an international computer network of both government and non-government inter-operable packet switched data networks. The Internet is not owned, operated or managed by, or in any way affiliated with RBC, and RBC is not responsible for and has no control over the information or materials accessible via the Internet through use of the RBC Web Site.
- b. You agree and acknowledge that through your use of the RBC Web Site, you may have access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18) years old. You agree to supervise usage of the RBC Web Site by any minors who use the RBC Web Site. RBC is not responsible for access by any users, neither you nor minors, to objectionable or offensive information or data. You agree that your use of the RBC Web Site and the Internet, without limitation, is your sole responsibility, is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.
- c. You agree that the reliability, availability and performance of resources accessed through the Internet or other services connected or linked to the RBC Web Site are beyond RBC's control and are not in any way warranted or supported by RBC. You agree that RBC cannot and does not guarantee or warrant that files available

for downloading through the RBC Web Site will be free of viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties.

- d. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information you transmit over the Internet. RBC is not responsible for invalid destinations, transmission errors, or corruption, interception or security of your data.
- e. You understand and agree that RBC does not warrant the RBC Web Site to be uninterrupted or error-free. You further understand and agree that RBC has no control over third party networks or web sites that you may access in the course of your use of the RBC Web Site, and that delays and disruptions of other network transmissions are completely beyond the control of RBC.

You agree that RBC assumes no responsibility for the accuracy,

- f. integrity, quality completeness, usefulness or value of any content, data, documents, graphics, images, information, advice, or opinion contained in any emails, message boards, chat rooms or community services, or in any other public services, and does not endorse any advice or opinion contained therein. RBC does not monitor or control such services, although we reserve the right to do so. RBC may take any action we deem appropriate, in our sole discretion, to maintain the high quality of our RBC Web Site and to protect others and ourselves.

10. MISCELLANEOUS PROVISIONS

- a. If any part of this document is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.
- b. By transmitting, uploading, posting or submitting any information or material using the Web site Tools, you
 - (i) represent that such information is not confidential, secret or proprietary information belonging to someone else; and
 - (ii) warrant that no other party has rights to the information and that your transmission, posting, uploading or submission of the information does not violate any copyright or other laws.
- c. The RBC Web Site contains third party links and it is provided by RBC only as a convenience to its users. Any web sites linked to or from the RBC Web Site are not reviewed, controlled, or examined by RBC and RBC is not responsible for the contents of any linked site or any link contained in a linked site. The inclusion of any linked sites or content from the RBC Web Site does not imply endorsement of the linked site or content by RBC. In no event shall RBC be liable to anyone for any damage arising from or caused, directly or indirectly, by the creation or use of a third party's web site, or the information or material accessed through such web sites.
- d. The terms of this Agreement apply only to your use of the RBC Web Site and do not apply to your use of any other RBC product or service. The terms and conditions applicable to such other RBC products or services shall apply to and

govern your rights and obligations (and ours) with respect to your use of such other products or services.

- e. **You and RBC agree that the substantive laws of the State of New Jersey, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. YOU AND RBC CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN ESSEX COUNTY, NEW JERSEY, FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE RBC WEB SITE. Except as otherwise required by law, including New Jersey laws relating to consumer transactions, any cause of action or claim you may have with respect to the RBC Web Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.**
- f. Use, duplication or disclosure by any Government entity is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Intercycle, Inc. , 92 Newark Pompton Tpke., Wayne, NJ 07470
- g. For your reference, you may refer to the copy of this Agreement that can be found on the link "Policies and Terms of Service" located on RBC's home page. You may also receive a copy of this Agreement by writing us at: Intercycle, LLC., 92 Newark Pompton Tpke., Wayne, NJ 07470.
- h. This Agreement, including all Attachments hereto, which are fully incorporated into this Agreement, and also including all policies and notices incorporated into this Agreement by reference, constitutes the entire agreement between you and RBC with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. You agree not to assign or otherwise transfer this Agreement in whole or in part; any attempt to do so shall be void. This Agreement may be revised by RBC as set forth in Paragraph 6, "Changes to Agreement", above. Any terms varying from this Agreement in any written or electronic communication from you are void.

ATTACHMENT A

ACCEPTABLE USE POLICY

1. This Attachment A, "Acceptable Use and Your Responsibilities", sets forth the RecyclingBin .com Online policy on the acceptable use by you of the RBC Web Site. It is designed to help protect the RBC Web Site, RBC's customers, and the Internet community, from irresponsible or illegal activities.
2. You agree that neither you nor persons using your computer to access the RBC Web Site, whether explicitly or implicitly, and in the sole discretion of RBC, engage in conduct that:
(a) is obscene, indecent, pornographic, sadistic, cruel or racist in nature, or of a sexually

explicit or graphic nature; (b) espouses, promotes or incites bigotry, hatred or racism; (c) might be legally actionable for any reason, (d) is objectionable for any reason. (e) violates the terms of this Acceptable Use Policy or the Recycling Bin Web Site Use Agreement.

3. You may not use the RBC Web Site as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason; (c) to attempt to access the accounts of others, or attempting to penetrate security measures of RBC or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (d) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming" or "flaming"; (e) to transmit unsolicited RBC anonymous emails (for example, spamming) or to intercept, interfere with or redirect email intended for third parties using the RBC Web Sites; (f) to introduce viruses, worms, harmful code and/or trojan horses on the Internet; (g) to post information on newsgroups which is not in the topic area of the newsgroup; (h) to interfere with another person's usage or enjoyment of the Internet or the RBC Web Site; (i) to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (j) to damage the name or reputation of RBC, its parent, affiliates and subsidiaries, or any third parties; (k) to transmit confidential or proprietary information, except solely at your own risk; (l) to violate RBC's or any third party's copyright, trademark, proprietary or other
4. You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the RBC Web Site and shall not impersonate any person or use a false name while using the RBC Web Site. You agree to obtain all required permissions if you use the RBC Web Site to receive, upload, download, display, distribute, or execute software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with RBC and provide requested information in connection with all security and use matters. You agree to promptly notify RBC if you suspect unauthorized use of the RBC Web Site. You agree that information required by the RBC Web Site software and other identifying information may be placed in our user directory.
5. Copyright Infringement/Repeat Infringer Policy RBC respects the intellectual property rights of third parties, including those granted under the US copyright laws, and the interests of its subscribers and content providers on the Internet. You may not store material on, or disseminate material over, RBC's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the US copyright laws. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of RBC to terminate, in appropriate circumstances, the service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers. Appropriate circumstances may exist where (i) a user, subscriber or account holder has been found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer, (ii) where a valid, effective and uncontested notice has been provided to RBC alleging facts which are a violation by the user, subscriber or account holder of RBC Copyright Policy prohibiting infringing activity in RBC systems or servers, or (iii) in other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, RBC expressly reserves the right to terminate or suspend the service of any subscriber or account holder if RBC, in its sole judgment, believes that

circumstances relating to the infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights RBC may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on RBC's service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting RBC's designated Copyright Agent as set forth in RBC's Copyright Policy located at <http://www.recyclingbin.com/copy.html>.

6. RBC reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong.
7. RBC reserves the right, but shall be under no obligation, to monitor your compliance, or the compliance of other users, with the terms, conditions or policies of this Acceptable Use Policy or the Recycling Bin Web Site Use Agreement.