

VirtualOffice Agreement

THE FOLLOWING DESCRIBES THE TERMS ON WHICH WE OFFER YOU SERVICES. BY CHECKING THE "I ACCEPT" CHECKBOX WHEN YOU SIGNUP, YOU ACCEPT THE TERMS AND CONDITIONS BELOW AND AGREE THAT THIS CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND INFOTRAX SYSTEMS, LC. If you do not wish to be bound by these terms and conditions, please do not visit or use the VirtualOffice Sites. You, the subscriber, agree that you are a willing subscriber to the VirtualOffice services and agree that you will pay the fees associated with this service. These Terms of Service may be amended at any time by us from time to time in our sole discretion without specific notice to you. The latest Terms of Service will be posted on our site, and you should review them prior to using the site.

Description of Service

InfoTrax Systems operates this web site and associated web pages which for purposes of these Terms of Service will be referred to as VirtualOffice. InfoTrax Systems offers you access to VirtualOffice which provides you access to a collection of online services. InfoTrax Systems offers you access to the VirtualOffice site in exchange for your agreement to accept and comply with the terms, conditions, and notices stated here and as may be modified by InfoTrax Systems from time-to-time in its sole discretion without notice to you. Unless explicitly stated otherwise, any new features or products that augment or enhance the current Service shall be subject to these Terms of Service.

General Use of the VirtualOffice site.

You promise that you will not use the VirtualOffice site, in whole or in part, for any purpose that is unlawful or prohibited by these Terms of Service. You agree that you will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, use on any other web site, transfer, or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from the VirtualOffice site. This means, among other activities, that you agree not to engage in the practices of "screen scraping", "database scraping", or any other activity with the purpose of obtaining lists of users or other information. You agree that you will not use the VirtualOffice site in any manner which could damage, disable, overburden, or impair the VirtualOffice site or interfere with any other party's use and enjoyment of the VirtualOffice site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the VirtualOffice site. Except with the written permission of InfoTrax Systems, you agree that you will not access or attempt to access password protected, secure or non-public content of the VirtualOffice site. Unauthorized individuals attempting to access prohibited areas of the VirtualOffice site may be subject to prosecution.

Registration/Privacy Policy

In order for you to participate in the Service, InfoTrax Systems will require that you provide specific information about yourself. If you choose to participate in such services, you agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity (such information being "Member Data"). Member Data and certain other information about you is subject to our Privacy Policy. You agree and acknowledge that Member Data from the registration process is used to send you information about InfoTrax Systems and services. Sensitive information will never be divulged to others without your permission. Some of your personal

information from this service may be displayed on the personalized public web pages that you receive from InfoTrax Systems. You can modify all of your personal information by logging into the service and selecting Account Management or by contacting customer support.

Although privacy issues are very important to us, given the current regulatory and technical environment you should not have an expectation of privacy in your Member VirtualOffice site or Member Data associated with it. By way of example (without limiting the foregoing), we may be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept your private communications. We cannot ensure that all private communications or information associated with your Member VirtualOffice sites will remain private. For more information, InfoTrax Systems urges you to review the InfoTrax Systems Privacy Policy which is part of this Agreement.

Content Submitted to InfoTrax Systems

The VirtualOffice site includes a number of venues that enable you to disseminate and exchange thoughts and opinions to and with other members of the public. Since InfoTrax Systems firmly believes in the value of free and open dissemination and exchanges, it is under no obligation to monitor, pre-screen, or otherwise censor your thoughts and opinions. Therefore, InfoTrax Systems cannot be responsible for the appropriateness, accuracy, sufficiency, correctness, veracity, completeness, or timeliness of such thoughts and opinions. Always use caution when posting any personally identifying information about yourself or your children on the VirtualOffice sites.

Member Conduct

You, and not InfoTrax Systems, are entirely responsible for all information, data, text, software, music, sound, photographs, messages or other materials ("Member Content") posted via the Service. InfoTrax Systems does not control the Member Content posted via the Service and as such, does not guarantee the accuracy, integrity or quality of such content. With respect to the content on your Member VirtualOffice sites you agree not to:

- post, broadcast, upload or otherwise transmit any content not related to appropriate subject matters;
- post, broadcast, upload or otherwise transmit any content which is misleading to others, including, but not limited to, consumers;
- post, broadcast, upload or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- post, broadcast, upload or otherwise transmit any content that you do not have a right to post and transmit under any law or contractual or fiduciary relationships (such as information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- post, broadcast, upload or otherwise transmit any content, such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party;

post, broadcast, upload or otherwise transmit any materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

post, broadcast, upload or otherwise transmit any materials which imposes an unreasonable or disproportionately large load on our infrastructure;

post, broadcast, upload or otherwise transmit any content that is harmful to minors;

post, broadcast, upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations have the force of law;

impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

forge any headers or other manipulation or identifiers in order to disguise the origin of any content transmitted through the service;

collect or store personal data about any other individual;

promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals;

attempt to access the accounts of others, or attempt to penetrate security measures of InfoTrax Systems, Partner or other entities using the "Powered by iAct" trademark and other trademarks of InfoTrax Systems, whether or not the intrusion results in corruption or loss of data; and/or

resell or exploit for any commercial purpose InfoTrax Systems's services by any and all means.

We believe in each person's right to express themselves, but sometimes the words you want to speak will be inappropriate for the community at large. From time to time, we may ask you to place some of your content behind password protection if we believe such content is inappropriate for the community at large (unless they violate these Terms of Service in which case they should not be on our system at all). If we ask you to place your content behind password protection and you fail to do so promptly, we at our sole option may choose to (a) place such content behind password protection ourselves, or (b) terminate these Terms of Service and your InfoTrax Systems account. Furthermore, in cases where we have asked you to place content behind password protection or the content otherwise appropriately belongs behind password protection, you may not publish your password in such a way that negates the limited access nature of the password protected VirtualOffice site. InfoTrax Systems has a zero tolerance Spam policy. Any user who sends Spam emails using an InfoTrax Systems trademark or web site address or the trademarks or web site addresses of any of our partners may be immediately terminate from any or all online services provided by InfoTrax Systems or one of our partners.

Any user who causes damage to our servers or loss of business or otherwise causes interruption from normal service due to violation of this policy will be held liable for those damages or loss of business.

The following constitute the definition of Spam or Spamming:

Sending any email or fax with an InfoTrax Systems trademark or web site address or the trademarks or web site addresses of any of our partners as an advertisement to anyone as part of an initial contact.

Sending any email or fax with an InfoTrax Systems trademark or web site address or the trademarks or web site addresses of any of our partners to anyone that has not requested this information from you first.

Sending any email or fax with an InfoTrax Systems trademark or web site address or the trademarks or web site addresses of any of our partners to any type of "Safe List" or through any type of "Safe List" service.

Sending any email or fax with an InfoTrax Systems trademark or web site address or the trademarks or web site addresses of any of our partners as part of an email that is sent as a result of a posting to a classified ad site or guest book or Links site.

Third Party Content

For your convenience, the VirtualOffice sites contain content and information from InfoTrax System's partners and/or links to partner web sites ("Third Party Content"). Such content is not under the control of InfoTrax Systems and InfoTrax Systems is not responsible for such content, including, without limitation, any link contained in such content, or any changes or updates to such content. InfoTrax Systems is providing such Third Party Content to you only as a convenience, and the inclusion of such content does not imply endorsement by InfoTrax Systems of such content or the affiliate. You may be subject to additional and/or different terms, conditions, and privacy policies when you use third party services, content, software, or sites.

InfoTrax Systems is not and will not be responsible for (i) the terms and conditions of any transactions between you and any third party, (ii) any insufficiency of or problems with any such third party's background, insurance, credit or licensing, or (iii) the quality of services performed by any such third party or any other legal liability arising out of or related to the performance of such services. In the event that you have a dispute with any such third party, you release InfoTrax Systems (and its affiliates, and consequential) of liability of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. WE AND OUR SUPPLIERS PROVIDE OUR SERVICE, THE VIRTUALOFFICE SITE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. (B) INFOTRAX SYSTEMS MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, AND (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SERVICE, THE VIRTUALOFFICE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

LIMITATION OF LIABILITY

IN NO EVENT SHALL INFOTRAX SYSTEMS AND/OR OUR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA OR PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF INFOTRAX SYSTEMS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, ARISING OUT OF OR IN CONNECTION WITH (A) THE USE OR INABILITY TO USE THE SERVICE, (B) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, (C) FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (E) ANY OTHER MATTER RELATING TO THE SERVICE. SOME OF THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE VIRTUALOFFICE SITE, OR WITH ANY OF THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE VIRTUALOFFICE SITE.

Proprietary Rights for VirtualOffice Site

InfoTrax Systems does not claim ownership of the content you place on any Member VirtualOffice site or within any service. By using your Member VirtualOffice sites, you grant InfoTrax Systems a worldwide, royalty-free non-exclusive license to (i) host, use, reproduce, modify, distribute, transmit, combine with information provided by third parties, and publicly display your content on and through the VirtualOffice sites, and co-branded or mirrored versions of such sites, and in InfoTrax System's promotional or advertising materials, and (ii) sublicense to third parties such content to the extent necessary for the creation and maintenance of, in part or in whole, such sites.

Some VirtualOffice sites contain copyright material and all proprietary rights in that material remains the property of the company. Reproduction, redistribution and transmission of any information

contained in this VirtualOffice site is strictly prohibited save that VirtualOffice subscribers may download and reproduce materials from VirtualOffice for their own personal use.

Indemnification

You agree to indemnify and hold InfoTrax Systems and its, suppliers, affiliates, partners, subsidiaries, employees harmless from any and all claims and demands, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of any information, including but not limited to member information, and your publicly posted information, submitted, posted, or otherwise provided by you to your Member VirtualOffice site and/or InfoTrax Systems and/or its affiliates.

Copyright

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We respect the intellectual property rights of others and we ask our members to do the same.

Trademarks

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Modification

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

Termination

InfoTrax Systems and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that is posted by you or any other party to your Member VirtualOffice sites. You further agree that InfoTrax Systems shall have the right to remove Elements from your member VirtualOffice sites, your VirtualOffice account, with or without notice to you, at any time at our sole discretion, if we discontinue offering the Element for any reason. You further agree that InfoTrax Systems, in its sole discretion, may terminate your password, your member VirtualOffice sites, your VirtualOffice account or your use of the Service for any reason, including, without limitation, if you breach these Terms of Service, for lack of use, if we are unable to verify or authenticate any information you provided to us, or if InfoTrax Systems believes that you have violated or acted inconsistently with the spirit of these Terms of Service. We may also terminate your member VirtualOffice sites and/or VirtualOffice account if we decide, in our sole discretion, to discontinue offering our services.

General Information

These Terms of Service shall be governed in all respects by the laws of the State of Utah, U.S.A. as such laws are applied to agreements entered into and to be performed entirely within Utah between Utah residents. Both parties submit to exclusive jurisdiction and venue in Utah and further agree that any cause of action arising under these Terms of Service shall be brought in a court in Utah County, Utah. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You may not assign or transfer these Terms of Service or your rights in your member VirtualOffice sites, and any attempt to the contrary is void. These Terms of Service sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect. A printed version of this Agreement shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The services hereunder are offered by InfoTrax Systems, located at 1815 South State Street, Suite 4500, Orem, UT 84097.