

1. ACCEPTANCE OF TERMS AND CONDITIONS

Welcome to SMP Direct Response Marketing Web Site ("Service"). This User Agreement ("Agreement") governs your use of the Service. Products and services you purchase through the Service will be governed by a separate agreement between you and SMP Direct Response Marketing. By accessing or using the Service, you agree to be bound by all of the terms and conditions of this Agreement. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, PLEASE DO NOT USE THE SERVICE. Your failure to comply with the terms and conditions of this Agreement, any changes or revisions to this Agreement, and any additional rules of usage that apply to specific parts of the Service, may result in termination of your access to the Service, without notice, in addition to SMP Direct Response Marketing other rights and remedies. SMP Direct Response Marketing reserves the right to change these terms and conditions at any time. The changes to the Agreement will appear on this page. By using the Service, you agree in advance to accept any such changes. First SMP Direct Response Marketing may change, suspend or discontinue all or any part of the Service or any Service feature, database or content, for any reason, without notice.

2. USE OF THE SERVICE

The materials used and displayed on the Service, including but not limited to text, photographs, graphics, audio clips, video clips, and names, logos, trademarks and service marks ("Content"), are the property of SMP Direct Response Marketing or its affiliates or licensors and are protected by copyright, trademark, patent and other laws. Any Content may be displayed solely for personal, non-commercial purposes. Except as expressly authorized by SMP Direct Response Marketing or its licensors, you agree not to modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the Content, or create derivative works based on the Service or the Content. You further agree not to upload, post, email, transmit or otherwise make available any Content that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any party. Your right to use the Service is personal to you. You may not authorize others to use the Service and you are responsible for all of your own use of the Service. You agree not to upload, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, false, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or that otherwise violates any local, state, national or international law or regulation. You agree that, other than connecting to SMP Direct Response Marketing servers by HTTP requests through a Web browser, you shall not attempt to gain access to SMP Direct Response Marketing servers by any means, including without limitation, by using administrator passwords or by masquerading as an administrator while using the Service or otherwise. You agree not to upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation. You agree not to disrupt, modify or interfere with the Service or its associated software, hardware and servers in any way, and you agree not to impede or interfere with the use by any other user of the Service. You further agree not to alter or tamper with any information, materials or Content on, or associated with, the Service.

3. REGISTRATION

In consideration of your use of the Service, you agree to provide true, accurate, current and complete information about yourself as prompted by the Service's registration form and to maintain and promptly update such information as necessary to keep it current, accurate and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or SMP Direct Response Marketing has reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete, SMP Direct Response Marketing has the right to suspend or terminate your account and refuse any and all current or future use of the Service or any portion thereof. As part of the registration process, you will select a password and subscriber ID, and provide true, accurate, current and complete registration information. You may not select or use a

subscriber ID of another person with the intent to impersonate that person, use a subscriber ID in which another person has rights without such person's authorization, or use a subscriber ID that SMP Direct Response Marketing, in its sole discretion, deems offensive.

4. **LINKS**

The Service may contain links to and information from other web sites. You acknowledge and agree that SMP Direct Response Marketing is not responsible for the availability and content of and from such external sites. Your decision to link to any of these sites is at your own risk.

5. **NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service or access to the Service.

6. **ADDITIONAL RULES**

SMP Direct Response Marketing reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the Service. Any such additional rules will be posted in the relevant parts of the Service. Your use of the Service constitutes your agreement to comply with these additional rules.

7. **INDEMNIFICATION**

You agree to indemnify SMP Direct Response Marketing and its officers, directors, shareholders, employees, agents, representatives and licensors, and to hold them harmless, from and against all losses, expenses, damages and costs, including attorneys' fees, that result or arise from your violation or breach of this Agreement, your use of the Service, the use of the Service by third parties who access the Service through you, your submissions, your unauthorized use or transmission of material obtained through the Service, or any other acts relating to your use of the Service. SMP Direct Response Marketing reserves the right to take over the exclusive defense of any claim for which SMP Direct Response Marketing is entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

8. **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SMP DIRECT RESPONSE MARKETING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE. SMP DIRECT RESPONSE MARKETING MAKES NO WARRANTY THAT (1) THE SERVICE WILL MEET YOUR REQUIREMENTS, (2) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (5) NO VIRUSES OR OTHER DESTRUCTIVE MATERIALS WILL BE TRANSMITTED ON THE SERVICE, AND (6) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. NO ADVICE, INFORMATION OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, OBTAINED BY YOU FROM SMP DIRECT RESPONSE MARKETING OR THROUGH OR FROM THE

SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

9. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SMP DIRECT RESPONSE MARKETING SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION (EVEN IF SMP DIRECT RESPONSE MARKETING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING OR ARISING FROM: (1) THE USE OR THE INABILITY TO USE THE SERVICE, (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE, (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, OR (5) ANY OTHER MATTER RELATED TO OR ARISING FROM THE SERVICE. SMP DIRECT RESPONSE MARKETING LIABILITY TO YOU SHALL NOT, FOR ANY REASON, EXCEED THE AGGREGATE PAYMENTS ACTUALLY MADE BY YOU TO SMP DIRECT RESPONSE MARKETING.

10. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 8 AND 9 MAY NOT APPLY TO YOU.

11. TERMINATION

SMP Direct Response Marketing may, in its sole discretion, terminate or suspend your access to all or any part of the Service, for any reason, without notice.

12. JURISDICTION

This Agreement shall be construed and enforced in accordance with state law where SMP Direct Response Marketing resides . Any action based on or alleging breach of this Agreement shall be brought in a federal or state court located in the city and state where SMP Direct Response Marketing resides. You agree to submit to the personal jurisdiction and venue of such courts.

13. MISCELLANEOUS

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect.