

GOCLICKMAIL TERMS AND CONDITIONS

GOCLICKMAIL WEB SITE AND PRODUCTS TERMS AND CONDITIONS OF USE --- PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS OF USE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEB SITE AND TO THE PRODUCTS. YOU AGREE TO CHECK FOR UPDATES TO THESE TERMS AND CONDITIONS OF USE. BY USING THIS WEB SITE OR THE PRODUCTS, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, THEN DO NOT USE THIS WEB SITE OR THE PRODUCTS.

Monat Communications Sdn. Bhd. ("GoClickMAIL") provides businesses and organizations with a variety of products and related tools and resources. The Email Marketing Product, and any related offerings and services are referred to in these Terms and Conditions of Use as the "Products."

GoClickMAIL's Products may not be used for the sending of unsolicited email (sometimes called "spam") or for the hosting of illegal or prohibited content.

The following are the terms and conditions of use for access to this web site and use of the Products. By clicking the 'I accept' button on the sign-up page, by logging in to your GoClickMAIL account, by accessing this web site or by accessing the GoClickMAIL services via any API interface, you accept these Terms and Conditions of Use.

1. Copyright and Trademark Information

Copyright © 2010 GoClickMAIL – Monat Communications Sdn Bhd. All Rights Reserved.

This web site, and the information which it contains, is the property of GoClickMAIL and its affiliates and licensors. Other GoClickMAIL product or service names or logos appearing in this web site are either trademarks or registered trademarks of GoClickMAIL and/or its affiliates. The absence of a product or service name or logo from this list does not constitute a waiver of GoClickMAIL's trademark or other intellectual property rights concerning that name or logo.

2. Products – Terms and Conditions

The Products are provided subject to these Terms and Conditions of Use, as they may be amended by GoClickMAIL, and any guidelines, rules or operating policies that GoClickMAIL may establish and post from time to time (collectively, the "Agreement"), including without limitation GoClickMAIL's customer Privacy Policy, as linked from all email generated from GoClickMAIL or otherwise furnished to you (unless otherwise stated, all references to the Agreement shall include the Privacy Policy). By posting updated versions of the Agreement on the www.goclickmail.com web site, or otherwise providing notice to you, GoClickMAIL may modify the terms of the Agreement and may discontinue or revise any or all other aspects of the Products in its sole discretion. Except as otherwise provided in the Agreement, all such changes shall become effective upon the posting of the revised Agreement on the Product or at GoClickMAIL's web site. The Products are available only to persons who can form legally binding contracts under applicable law. If you do not qualify, you are not permitted to use the Products. If you are using the Products in your capacity as an employee, you must have the ability to bind your employer by your use of the Products. You must complete the registration form on the GoClickMAIL sign up page in order to use the Products. You will need to register separately for the Email Marketing Product and any additional offerings or services. You shall provide true, accurate, current, and complete information about yourself as requested in the registration form. You may from time to time provide GoClickMAIL's service personnel with remote access to your computers and other systems for the purpose of troubleshooting issues that arise in your use of the Products. You hereby waive any claim for damages from any problems that may arise from such access, including without limitation any disruption or damage caused by GoClickMAIL or its personnel.

If you are accessing or using the Products through a third party service or web site (a "Third Party Service"), you agree and acknowledge that GoClickMAIL is not responsible or liable for any actions of such third party or for any aspect or result of such Third Party Service. You use such Third Party Service at your own risk. You further agree and acknowledge that GoClickMAIL may terminate such Third Party Service's ability to interact with the Products at any time, with or without notice, and in GoClickMAIL's sole discretion, with no liability to you or to the third party.

3. Representations and Acknowledgements

Subject in each case to the terms listed in the remainder of this Agreement, you hereby represent, acknowledge and agree that:

The Email Marketing Product will be subject to monthly subscription fees once you have completed your free trial period or you have exceeded the free subscriber or contact limit. The Email Marketing Product may also be subject to per message and certain overage charges. For more information on fees, see Fee Schedule.

The Products may not be used for the sending of unsolicited email (sometimes called "spam").

The Products may only be used for lawful purposes.

The Products may not be used for hosting content, including images and documents, that infringes on the intellectual property rights of others, including copyright, trademark and patent infringement, or that includes any obscene or libelous material or other material that violates any applicable law or regulation.

You agree you will not access or otherwise use third party mailing lists or otherwise prepare or distribute unsolicited email, in connection with the Products.

You agree to import, access or otherwise use only lists for which all listed parties have consented to receive correspondence from you ("Permission Based Lists") in connection with your use of the Products. Mere agreement of a person or entity to participate in a survey or register for an event is not consent to receive correspondence from you unrelated to such survey or event. For respondents to your surveys or registrants to your events, consent to receive other correspondence from you is evidenced by the respondent or registrant opting into your list. You hereby covenant that you shall not use any other lists in connection with your use of the Products.

You acknowledge and agree that not all email messages sent through use of the Products will be received by their intended recipients.

Every email message sent by you in connection with the Products must contain the GoClickMAIL "unsubscribe" link that allows the recipient to remove themselves from your mailing list.

You will comply with the restrictions on content of email messages and activities using the Products as set forth or referenced in this Agreement.

You acknowledge and agree that you are the sole or designated "sender" (as such term is defined in the CAN-SPAM Act and any rules adopted under such act) of any email message sent by you using the Products.

You agree that the "from" line of any email message sent by you using the Products will accurately and in a non-deceptive manner identify your organization, your product or your service.

You agree that the "subject" line of any email message sent by you using the Products will not contain any deceptive or misleading content regarding the overall subject matter of the email message.

You agree to include in any email message sent by you using the Products your valid physical address, which may be a valid post office box meeting the registration requirements established by the local postal agency.

You agree that in any email message sent by you using the Products you will not include any incentives (e.g., coupons, discounts, awards) that encourage a recipient to forward the email message to another recipient.

In your use of the Products, you agree to represent you or your organization accurately and will not impersonate any other person, whether actual or fictitious.

You will adopt and maintain Privacy Policy, which may be modified by GoClickMAIL from time to time.

You agree to not interfere with or disrupt this web site or any related GoClickMAIL web sites or servers or networks connected to this web site or any related GoClickMAIL web sites.

If you are accessing or using the Products through a Third Party Service, you will abide by this Agreement regardless of anything to the contrary in your agreement with such third party. You shall not use such Third Party Service to avoid the restrictions set forth in this Agreement.

4. Fees and Payment; Fee Schedule; Free Trial

4.1 Fees for the Email Marketing Product. For the Email Marketing Product, once you have completed your free trial period or you have exceeded the free subscriber or contact limit, you will be subject to monthly subscription fees in accordance with the Fee Schedule and related information (the "Fee Schedule"). The fees are based on the highest number of subscribers or contacts in your account at any time during the previous month. For purposes of this Agreement, each unique email address will count as one subscriber or contact. In addition, if you have more than 50,000 subscribers or contacts in your account, per message fees will be incurred when the number of messages you send in a month exceeds four times the maximum number of subscribers or contacts allowed in your current pricing tier. You will be required to submit payment monthly in advance for the Email Marketing Product (unless you have already provided payment or means of payment, such as credit card information) and may purchase, in advance, a monthly subscription for the Email Marketing Product. Access to the Email Marketing Product will be disabled until payment is received. Fees will be billed monthly or your pre-paid account will be debited monthly for the Email Marketing Product, even if you are not actively using the Email Marketing Product. The Email Marketing Product may also be subject to per message and certain overage charges.

4.2 Fees for Related Offerings and Professional Services. If selected by you, you will also be billed for related offerings and services, in accordance with the Fee Schedule. In addition, you may also purchase professional services to assist you with your account. Any professional services purchased by you are subject to this Agreement.

4.3 Fee Schedule; Discounts. You are responsible for reviewing the Fee Schedule from time to time and remaining aware of the fees charged by GoClickMAIL and any applicable discounts. The Fee Schedule, including subscriber or contact levels, prices and any discounts, is subject to change at any time in GoClickMAIL's sole discretion.

GoClickMAIL will use good faith efforts to notify you prior to the effectiveness of any significant change to the Fee Schedule. If you receive special discounts through a marketing partner, those discounts may not be available if you

cease to continue to be a customer of the marketing partner, in which case GoClickMAIL's standard rates will apply. GoClickMAIL may rely on information provided by the applicable marketing partner, if any, with respect to the status of your account. Repeated uploading and removing of unique email addresses in an attempt to circumvent GoClickMAIL's Fee Schedule and billing procedures is prohibited.

4.4 Payment; State and Local Sales Tax. Payment for Products will be made by a valid credit card accepted by GoClickMAIL. Checks will be accepted for prepayments of at least six (6) months. Fees are payable in respective currency as provided. If the monthly payment option is selected or if you have previously provided your credit card for payment, you hereby authorize GoClickMAIL to charge your credit card for such amounts on a regular monthly basis beginning at the end of your free trial period and continuing until such time as your account is terminated. If GoClickMAIL is for any reason unable to effect automatic payment via your credit card, GoClickMAIL will attempt to notify you via email and your GoClickMAIL account will be disabled until payment is received. Amounts paid for the Products, including prepayments, are not refundable. GoClickMAIL is required to collect and remit sales tax from its customers located in state and local jurisdictions where software delivered as a service is taxable and where GoClickMAIL maintains a physical presence.

5. Email, Permission Practices, Image Hosting and Prohibited Content

5.1 Subscriber Opt Out. Every email message sent in connection with the Products must contain an "unsubscribe" link that allows subscribers to remove themselves from your mailing list and a link to the then current Privacy Policy. Each such link must remain operational for a period of thirty (30) days after the date on which you send the message, and must be in form and substance satisfactory to GoClickMAIL. You acknowledge and agree that you will not remove, disable or attempt to remove or disable either link. You shall monitor and process unsubscribe requests received by you directly within ten (10) days of submission, and update the email addresses to which messages are sent through your GoClickMAIL account. Under the CAN-SPAM Act, you acknowledge that you are responsible for maintaining and honoring the list of unsubscribe requests following termination of your account and this Agreement.

5.2 Permission Practices. You agree to import, access or otherwise use only Permission Based Lists in connection with your use of the Products. You hereby covenant that you shall not use any other lists in connection with your use of the Products. If you have used the GoClickMAIL feature that allows you to request a recipient to confirm that you have his or her permission to send emails to him or her, and such recipient has not responded or does not respond affirmatively to such request for confirmation, you agree that you shall not send emails to that recipient. Without limiting the foregoing, you agree that you shall not utilize the Product to send any commercial electronic mail message (as that term is defined in the CAN-SPAM Act) to any person who has opted out or otherwise objected to receiving such messages from you or another sender on whose behalf you may be acting. You cannot mail to distribution lists, newsgroups, publicly available press or media addresses or spam or unsolicited email addresses. You cannot copy a GoClickMAIL template or any other features or functionality from the Products and use them for any purpose other than sending email messages from the Products. This restriction also applies to customized templates prepared by GoClickMAIL's professional services group. Emails that you send through the Products may generate spam complaints from recipients. As a matter of privacy, GoClickMAIL cannot share with you the email addresses of those who complain about your emails. You are responsible for ensuring that your emails do not generate a number of spam complaints in excess of industry norms. GoClickMAIL, in its sole discretion, shall determine whether your level of spam complaints is within industry norms, and its determination shall be final, binding and conclusive for all purposes under this Agreement. GoClickMAIL will terminate your use of its Products if GoClickMAIL determines that your level of spam complaints is higher than industry norms (as determined by GoClickMAIL).

5.3 Footers. For every email message sent in connection with the Products, you acknowledge and agree that GoClickMAIL may add an identifying footer stating "Email Marketing by GoClickMAIL," "Powered by GoClickMAIL" or a similar message.

5.4 Prohibited Content. GoClickMAIL prohibits the use of the Products or web site by any person or entity that: Provides, sells or offers to sell any of the following products or content (or services related to the same): pornography or illicitly pornographic sexual products, including but not limited to magazines, video and software; escort services; dating services; adult "swinger" promotions; illegal goods; illegal drugs; illegal drug contraband; pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons. Displays or markets material that exploits children, or otherwise exploits children under 18 years of age. Provides, sells or offers products, services or content frequently associated with unsolicited commercial email, a.k.a. spam, such as online and direct pharmaceutical sales, including but not limited to health and sexual well-being products, work at home businesses, credit or finance management, including but not limited to credit repair and debt relief offerings and stock and trading tips, and mortgage finance offers, DJ/nightclub, event/club promotions/party lists,

and odds making and betting/gambling services, including but not limited to poker, casino games, horse and dog racing and college and pro sporting events.

Provides material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or post any obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable content.

Posts or discloses any personally identifying information or private information about children without their consent (or their parents' consent in the case of a minor).

Sells or promotes any products or services that are unlawful in the location at which the content is posted or received.

Introduces viruses, worms, harmful code and/or Trojan horses on the Internet.

Promotes, solicits or participates in pyramid schemes or multi-level channel and/or network marketing (MLM) businesses, including but not limited to personal work-at-home offers promoting "get rich quick", "build your wealth" and "financial independence" offerings.

Engages in any libelous, defamatory, scandalous, threatening, or harassing activity.

Posts any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence.

Markets to third party voter registration lists.

Provides content, including images, of authors, artists, photographers or others without the express written consent of the content owner.

5.5 Right to Disable Access or Remove Content. GoClickMAIL, at its own discretion, may immediately disable your access to the Products or remove all or a portion of your content, without refund, if GoClickMAIL believes in its sole discretion that you have violated any of the policies listed above or this Agreement.

6. Restrictions and Responsibilities

6.1 No Rights in Software. This is an Agreement for services and access to this web site, and you are not granted a license to any software by this Agreement. You will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Products or any software, documentation, or data related to the Products ("Software"); remove any proprietary notices or labels from the Products or any Software, modify, translate, or create derivative works based on the Products or any Software; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Products or any Software.

Unless you are an authorized reseller of the Products, you may not display, copy, reproduce, or distribute the Software, any component thereof, any documentation provided in connection with the Products or the Software, or any content, including but not limited to newsletters, distributed to you by GoClickMAIL in connection with the Products. Violation of these restrictions may result in the termination of this Agreement.

6.2 Permitted Use of the Products. The Products shall be used for your internal business (which includes civic or charitable) purposes only, and you shall not use the Products or any Software for timesharing or service-bureau purposes or otherwise for the benefit of a third party. If you are using the Products in any jurisdiction which restricts the ability of a software provider to restrict your right to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software or Products, then you hereby covenant that, prior to engaging in such activities, you will first request that GoClickMAIL perform such work at its standard professional services rates. GoClickMAIL can then decide either: (i) to perform the work in order to achieve such interoperability and charge its then standard rates for such work to you; or (ii) to permit you to reverse engineer parts of the Software in order to obtain such source code, but only to the extent necessary to achieve such interoperability or (iii) provide you with the information that you need regarding the Software for the purpose for which applicable law permits you to engage in such activities despite a contractual prohibition on such activities.

6.3 Compliance with Laws; Monitoring. You shall use the Products only in compliance with this Agreement, the CAN-SPAM Act and regulations thereunder and all other applicable state, local and international laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation, copyright and trademark infringement and child protective email address registry laws). Although GoClickMAIL has no obligation to monitor the content provided by you or your use of the Products, GoClickMAIL may do so and may block any email messages, remove any such content, including surveys or event registrations, or prohibit any use of the Products that GoClickMAIL believes may be (or is alleged to be) in violation of the foregoing.

6.4 Your Information. In using the varied features of the Products, you may provide information about yourself or your employer (such as name, contact information, or other registration information) to GoClickMAIL. GoClickMAIL may use this information and any technical information about your use of the Products to tailor its presentations to you, facilitate your movement through the Product, or communicate separately with you. If you accessed the Products as a result of solicitation by a marketing partner of GoClickMAIL, GoClickMAIL may share your information with the marketing partner and the marketing partner may share related information with GoClickMAIL. Except as described above, GoClickMAIL will not provide your information, including your contact and account information, to third parties who you have not authorized to receive such information, except (i) as required by law or court order, including without limitation judicial process and law enforcement, or in the good-faith belief that such action is necessary to comply with law or a court order or (ii) if your GoClickMAIL account was terminated due to unsolicited commercial email being sent from your GoClickMAIL account. GoClickMAIL will never sell or rent your contact lists to anyone without your permission, and will never utilize your subscriber or contact list for internal marketing or promotional purposes or for any purpose other than providing the service. GoClickMAIL acknowledges your ownership right in your contact lists. In the event GoClickMAIL amends or revises the policy described in the immediately preceding sentence, it will provide advance notice of such amendment or revision.

6.5 Intellectual Property Matters. You agree that you will not upload or transmit any contact lists, communications or content of any type to this web site or in connection with the Products that infringe, misappropriate or violate any rights of any party. By submitting ideas, concepts, inventions, or content to this web site or using them in connection with the Products, you agree that such submission is non-confidential for all purposes. If you make any such submission, you agree that you will not send or transmit to GoClickMAIL or to any third party using the Products, any communication or content that infringes or violates any rights of any party. If you submit any business information, ideas, concepts or inventions or content to GoClickMAIL by email, you agree such submission is non-confidential for all purposes. If you make any submission to this web site or if you submit any business information, idea, concept, invention or content to GoClickMAIL by email or use any business information, idea, concept, invention or content in connection with the Products, you automatically grant, or warrant that the owner of such content or intellectual property has expressly granted, GoClickMAIL a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license, with the right to sublicense, to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display such content in any manner. The foregoing license grant shall not apply to your contact lists and the content you deliver to or through the Products ("Customer Information") and you hereby separately grant to GoClickMAIL a revocable, non-exclusive, royalty-free, worldwide license, with the right to sublicense, to use, reproduce, publish, distribute, perform, and display the Customer Information only as required by GoClickMAIL to offer and operate the Products and related services, including available offerings from third parties.

7. Termination

You may terminate this Agreement at any time by calling GoClickMAIL Customer Support. There are no refunds for any fees paid. YOU ARE RESPONSIBLE FOR TERMINATING YOUR ACCOUNT AND THIS AGREEMENT AND GOCLICKMAIL IS NOT RESPONSIBLE FOR YOUR FAILURE TO PROPERLY TERMINATE YOUR ACCOUNT AND THIS AGREEMENT AND ANY CREDIT CARD CHARGES AND FEES YOU INCUR AS A RESULT OF YOUR FAILURE TO PROPERLY TERMINATE YOUR ACCOUNT AND THIS AGREEMENT.

GoClickMAIL may terminate this Agreement or the Products, disable your account or put your account on inactive status, in each case at any time with or without cause, and with or without notice. GoClickMAIL shall have no liability to you or any third party because of such termination or action.

GoClickMAIL may delete any of your archived data within 30 days after the date of termination. After termination, you shall process all unsubscribe requests within 30 days of your last email campaign. GoClickMAIL will provide upon request the list of unsubscribe requests from your account. Under the CAN-SPAM Act, you acknowledge that you are responsible for maintaining and honoring the list of unsubscribe requests following termination of your account and this Agreement.

All sections of this Agreement that by their nature should survive termination will survive termination, including, without limitation, ownership, warranty disclaimers and limitations of liability.

If your account is classified (at GoClickMAIL's sole discretion) as inactive for over 120 days, GoClickMAIL has the right to permanently delete your subscriber data. GoClickMAIL will use good faith efforts to contact you via email prior to taking any permanent removal actions.

8. Indemnification

You hereby agree to defend, indemnify and hold harmless GoClickMAIL and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that (i) arises from any alleged breach of this Agreement, (ii) arises from the content or effects of any messages you distribute or events you host using the Products or (iii) otherwise arises from or relates to your use of the Products. In addition, you acknowledge and agree that GoClickMAIL has the right to seek damages when you use the Products for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent

with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages. In addition, In the event that GoClickMAIL is required to respond to a third party or law enforcement subpoena that is related to your use of the Products, GoClickMAIL may in its sole discretion require you to reimburse GoClickMAIL for its reasonable expenses associated with complying with such subpoena.

9. Warranty Disclaimer; Remedies

USE OF THE PRODUCTS AND ANY RELIANCE BY YOU UPON THE PRODUCTS, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. GOCLICKMAIL DOES NOT WARRANT THAT THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PRODUCTS. THE PRODUCTS ARE PROVIDED "AS IS" AND GOCLICKMAIL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Your sole and exclusive remedy for any failure or nonperformance of the Products shall be for GoClickMAIL to use commercially reasonable efforts to adjust or repair the Products.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL GOCLICKMAIL OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "GOCLICKMAIL") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF GOCLICKMAIL SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, GOCLICKMAIL IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF GOCLICKMAIL TO YOU ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCTS IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM, LESS ANY DAMAGES PREVIOUSLY PAID BY GOCLICKMAIL TO YOU IN THAT TWELVE (12) MONTH PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

11. Third-Party Web Sites and Services

This web site may contain links to non-GoClickMAIL web sites and access to certain third-party services, which may include, without limitation, social bookmarking services. These links and services are provided to you as a convenience, and GoClickMAIL is not responsible for the content of any linked web site or use of any third-service service. Any non-GoClickMAIL web site or service accessed from this web site is independent from GoClickMAIL, and GoClickMAIL has no control over, and assumes no responsibility for, the content, privacy policy, terms of use and practices of such web site or service. Any such web site or service has terms of use and a privacy policy different than this Agreement and GoClickMAIL's Privacy Policy. In addition, a link to any non-GoClickMAIL web site or access to a third-party service does not imply that GoClickMAIL endorses or accepts any responsibility for the content or use of such web site or service. By using any such web site or service, you expressly relieve GoClickMAIL from any liability arising from your use of such third-party web site and service and any related content.

12. Monitoring Communications

You understand, agree and acknowledge that GoClickMAIL may in its discretion, but is not obligated to, monitor or record any of your telephone conversations with GoClickMAIL for quality control purposes, for purposes of training its employees and for its own protection. You acknowledge and understand that not all telephone lines or calls are recorded by GoClickMAIL, and GoClickMAIL does not guarantee that recordings of any particular telephone calls will be retained or capable of being retrieved.

13. No Implied Endorsements

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by GoClickMAIL of that third party or of any product or service provided by a third party.

14. Notice and Take Down Procedures; Copyright Agent

If you believe any materials accessible on or from this web site or the Products infringe your copyright or other intellectual property, you may request removal of those materials (or access thereto) from this web site or the Products by contacting GoClickMAIL's copyright agent (identified below) and providing the following information: Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.

Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.

Your name, address, telephone number and (if available) email address.

A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.

A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.

A signature or the electronic equivalent from the copyright holder or authorized representative.

GoClickMAIL's agent for copyright issues relating to this web site and the products is as follows:

Compliance Manager
GoClickMAIL c/o
Monat Communications Sdn Bhd
PO Box 3043
Subang Jaya 47509
Phone: (603) 80232517
Fax: (603) 80232940
Email: compliance@monatcommunications.com

In an effort to protect the rights of copyright owners, GoClickMAIL maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of this web site who are repeat infringers.

15. Username and Password

You are responsible for maintaining the security of your account, passwords, and files. GoClickMAIL will accept the instructions of any individual who claims to be authorized to direct changes to your account so long as such person presents your username and password or provides other appropriate account identifying information as determined by GoClickMAIL in its discretion, by email or by phone, or through a Third Party Service, if any, through which you access the Products. GoClickMAIL has no knowledge of your organizational structure, if you are registering for the Products as an entity, or your personal relationships, if you are a person. GoClickMAIL shall not be responsible for the actions of any individuals who misuse or misappropriate your contact lists or other assets using your username and password or other appropriate account identifying information.

16. Miscellaneous

16.1 If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

16.2 GoClickMAIL and you agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.

16.3 No agency, partnership, joint venture, or employment is created as a result of the Agreement, and you do not have any authority of any kind to bind GoClickMAIL in any respect whatsoever.

16.4 In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

16.5 The Agreement shall be governed by the laws of the Malaysia without regard to its choice or law or conflict of laws provisions. All legal actions in connection with the Agreement shall be brought in the state or federal courts located in Kuala Lumpur, Malaysia.

Additional Information

If you have any questions about the rights and restrictions above, please contact GoClickMAIL by email at info@monatcommunications.com

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Revised July 2010

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