

Competitive Edge Marketing™ and NCS Marketing Group, Inc.
LEGAL TERMS AND CONDITIONS OF WEBSITE ACCESS

Thank you for visiting the Terms and Conditions page of **Competitive Edge Marketing™ and NCS Marketing Group, Inc.’s (CEM)** website. This page describes our legal agreement (the "Agreement") governing your use of CEM's website at <http://www.Edge2005.com> (the "CEM Website" or "Website").

1. Your Acceptance

BY USING AND/OR VISITING THE CEM WEBSITE, YOU SIGNIFY YOUR ASSENT TO BOTH THESE TERMS AND CONDITIONS OF WEBSITE ACCESS AND THE TERMS AND CONDITIONS OF CEM'S PRIVACY POLICY, WHICH ARE PUBLISHED AT <http://www.Edge2005.com/privacy.pdf>, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, YOU SHOULD NOT USE THE WEBSITE. SHOULD CEM MAKE ANY SUBSTANTIAL CHANGE TO THESE TERMS AND CONDITIONS, WE WILL PUBLISH AN AMENDMENT TO THIS AGREEMENT, or we may email you if you have not opted out of email notifications.

2. CEM Website

This Agreement applies solely to the CEM Website, which may contain links to third party websites that are not owned or controlled by CEM. For instance, CEM has strategic partners work it displays on the CEM website to represent the work that these strategic partners provide their clients. CEM has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, CEM will not and cannot censor or edit the content of any third party site. By using the Website, you expressly relieve CEM from any and all liability arising from your use of any third party website. Accordingly, we encourage you to be aware when you leave the CEM Website, and to read the terms and conditions and privacy policy of each other website that you visit.

3. Website Access

CEM hereby grants you permission to view, display, and download a single copy of the material on the Website, provided that: (i) your use of the Website as permitted is solely for your personal, noncommercial use; (ii) you will not copy, republish or rebroadcast any part of the Website in any medium, other than as expressly permitted herein, without CEM's prior written authorization; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of this Agreement. This permission shall terminate automatically without notice if you breach this Agreement. Upon termination, you must immediately destroy any downloaded and printed copies of the CEM Website or any portions thereof.

4. Copyright

The original content of the CEM Website, including without limitation the text, software, graphics, photos, and images (“Content”), are owned by or licensed to CEM, subject to copyright and other intellectual property rights under United States Copyright Act, foreign laws, and international conventions. CEM reserves all rights not expressly granted in and to the Website and the Content. Other than as expressly permitted, you may not engage in the unauthorized use, copying, or distribution of any of the Content. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You may not otherwise reproduce, display, publicly perform, or distribute the Content in any way for any public or commercial purpose.

5. Trademarks

Certain names, logos and/or slogans contained in the Website, including all CEM logos and the marks "CEM" and "NCS Marketing Group, Inc.", are the trademarks and service marks of CEM and/or NCS Marketing Group, Inc. Such marks may not be used without the express written authorization from their respective owners. Nothing on the Website shall be construed as conferring any license under any of CEM's or its parent's trademark or other intellectual property rights, whether by estoppel, implication, or otherwise.

6. User Submissions

The CEM Website may now or in the future permit the publication of communications or data posted by you and other users ("User Submissions"). Any User Submission that you post to the CEM Website shall automatically be deemed non-confidential. By posting a User Submission, you expressly grant CEM a royalty-free, perpetual, irrevocable, nonexclusive, worldwide license to use, reproduce, modify, publish, edit, translate, distribute, perform, display, and make derivative works of such User Submission, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, and further including the unfettered right to sublicense such rights.

You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you agree that you will not: (i) post material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material; (ii) publish falsehoods or misrepresentations that could damage CEM or any third party; (iii) post material that is obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to another user or any other person or entity; (iv) post advertisements or solicitations of business; (v) post chain letters or pyramid schemes; or (vi) impersonate another person.

CEM does not endorse any User Submission or any opinion, recommendation or advice expressed therein, and CEM expressly disclaims any and all liability in connection with User Submissions. CEM does not screen communications in advance, and shall not be responsible for screening or monitoring User Submissions. If notified by a user of a User Submission that allegedly does not conform to this Agreement, CEM may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of the User Submission.

7. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE CEM WEBSITE SHALL BE AT YOUR SOLE RISK. CEM PROVIDES THE WEBSITE AND CONTENT SOLELY ON AN "AS IS" BASIS WITHOUT ANY WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, CEM, ITS PARENT CORPORATION, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. CEM MAKES NO WARRANTIES WHATSOEVER ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, PHOTOGRAPHS, LINKS, OR OTHER MATERIAL CONTAINED IN THE CEM WEBSITE. CEM DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL CONTENT. CEM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE CEM WEBSITE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND CEM WILL

NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

8. Limitation of Liability

IN NO EVENT SHALL CEM, ITS PARENT CORPORATION (NCS Marketing Group, Inc.), OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM YOUR USE OR INABILITY TO USE THE CEM WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT CEM SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

9. Indemnity

You agree to defend, indemnify and hold harmless CEM, its parent corporation (NCS Marketing Group, Inc.), officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the CEM Website; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the CEM Website. CEM shall notify you of any such claim, suit, or proceeding, and may assist you, at your expense, in defending any such claim, suit or proceeding.

10. Export Control

The United States controls the export of some products and information. You agree to comply with all applicable restrictions concerning the export or re-export of any data to countries or persons prohibited under the export control laws. By accessing and/or downloading any part of the Website outside of the United States, you agree that you are not in a country where the downloading of such data is prohibited, and that you are not otherwise subject to such prohibition. You are responsible for complying with the laws of your local jurisdiction regarding the import, export or re-export of any material, including software or data.

11. General

You agree that: (i) the CEM Website shall be deemed solely based in North Carolina; and (ii) the CEM Website shall be deemed a passive website that does not give rise to personal jurisdiction over CEM, either specific or general, in jurisdictions other than North Carolina. This Agreement shall be governed by the internal substantive laws of the State of North Carolina, without respect to its conflict of laws principles. Any claim or dispute between you and CEM that arises in whole or in part from the CEM Website shall be decided exclusively by a court of competent jurisdiction located in Cabarrus County, North Carolina. This Agreement, together with the Privacy Policy at <http://www.edge2005.com/privacy.pdf> and any other legal notices published by CEM on the Website, shall constitute the entire agreement between you and CEM concerning the CEM Website. If any

provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and CEM's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. CEM reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review the Agreement for any changes. Your use of the CEM Website following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.