Subscription Agreement

Introduction

Welcome to Noteflow Inc. We start every new subscriber relationship with a contract. The following contract spells out what you can expect from us, and what we expect from you. If you agree to what you read below, you should click "Click to Agree" at the end of the contract to acknowledge that you have agreed to the terms of this agreement. We intend this to be the legal equivalent of your signature on a written contract, and equally binding. Only by clicking "Click to Agree" will you be able to access and use the services available on this website.

Access and Services

Your access to the various services available on this system depends upon the level of access you select. You may change or discontinue your account at any time. We reserve the right to modify, suspend or terminate access to the service on our system at any time for any reason, after a 30-day notice to you. We reserve the right to require you to change your login identification code or password. We also reserve the right to delete all program and data files associated with your account and/or other information you have on our system after a 30-day notice to you.

Fees and Payment

We will charge you a fee for using our system depending upon the type of services you have selected. You should review the complete and current price list before signing up for any services (Price List). You will be asked to pay by credit card or other acceptable means of payment when you are invoiced. You can cancel your account at any time, but you will remain liable for all charges accrued up to that time, including full monthly charges for the month in which you discontinued service. We reserve the right to change our fees at any time for any reason. Whenever possible, we will give you at least 30 days advance notice of such change.

System Rules

You agree to be bound by certain rules that are important for the proper use of this service. Your failure to follow these rules, whether listed below in the contract or in bulletins posted at various points in the system, may result in termination of your service. First, do not tell others your password or let your account be used by anyone except yourself. Second, do not attempt to log in more than once at the same time on any given account without the specific permission of one of our operators. Third, do not use our system to commit a crime, or to plan, encourage or help others to commit a crime, including crimes relating to computers.

Privacy Considerations

Your communications on this system are, in most cases, viewed only by you and anyone to whom you address your message. However, as system operators, we may need to review or monitor your electronic mail and other communications from time to time. In addition, we reserve the right to copy and distribute to third parties any information associated with your activities on the system. Therefore, you should not expect to have a right to privacy in any of your communications, except with respect to

the attorney/client privilege where applicable. The use of Personally Identifiable Information (PII) must also remain confidential by the recipient.

Proprietary Rights

By posting messages, uploading files, inputting data or engaging in any form of communication on our system, you are granting to the public an unrestricted license to use, copy, modify, adapt or document in any form any communications, information or any underlying work in which you may possess proprietary rights, including but not limited to copyright rights. All users of the system are therefore deemed to have disclaimed or waived all copyright ownership rights in their messages or files, even if they contain copyright notices. You shall have absolutely no recourse, as to intellectual property rights, against us as the system provider for any alleged or actual infringement of any proprietary rights to which you may claim ownership. Your use of our system affords you access to many of the features of our system, but some aspects of our system remain within our exclusive proprietary control. We and/or our suppliers own the intellectual property rights to any and all protectable components of our system, including but not limited to the computer software, the related documentation, the end-user interfaces, the name of our system, many of the individual features, and the collective works consisting of sequences of all public messages on our system. You may not reproduce any sequence of messages from our system, either electronically or in print, without our permission. In addition, you may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile or dissemble any aspect of the system that we or our suppliers own.

Acknowledgment

This Agreement represents the entire understanding between you and us regarding your use of our system and it supersedes any prior statements or representations. If you agree to be bound by the terms of this online subscription agreement, please click the "Click to Agree" button below. If you do not agree to the terms of the Subscription Agreement, please close this document and log off the system.

Click to Agree