



31 West First St. . Wind Gap, PA 18091 . Phone . 610-863-1637 . Fax . 610-863-9166

Terms of Service

MinutePal a software solution of Millenium Media, Inc., Terms of Service

ACCEPTANCE OF TERMS

BY CHECKING THE "I ACCEPT THE TERMS OF SERVICE" CHECKBOX OR BY UTILIZING MINUTEPAL'S ON DEMAND SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Welcome to MinutePAL.com. Your use of the software is subject to these Terms of Service. This is a legal agreement ("Agreement") between You and Millenium Media, Inc. A Pennsylvania Corporation, for use of the MinutePAL.com software "You" refers to any individual who agrees to the "I accept the Terms of Service" checkbox option on the Free Trial page or while registering for the Service, or, if the Service is being used on behalf of an entity by an individual authorized to agree to such terms on behalf of such entity, then "You" refers to such entity. If You do not agree with the terms of this Agreement, do not select the Terms of Service checkbox and do not use the Service. MinutePAL reserves the right to update and change the Agreement from time to time without notice or acceptance by You. The Agreement will also be applicable to the use of the Service on a trial basis. By using the Service, You signify Your irrevocable acceptance of this Agreement.

The website and any downloaded software associated with the Service are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

DESCRIPTION OF SERVICE:

The Service includes, and is limited to, a computer software program (known as "MinutePAL.com"), that can be edited and updated by you and a web site allowing You access to and use of a MinutePAL Account, with Support from MinutePAL referred to herein means the MinutePAL, a content management based software product, hosted on a website that allows individuals or groups of individuals to capture, automatically summarize, distribute, and then track and manage on-line every piece of information shared during meetings including announcements, documents and files, meeting notes, agenda items, schedules, alerts, comments and much more. A "MinutePAL Account" or "Account" referred to herein means a web site and content management component, provided by MinutePAL in exchange for Your payments, where You may use MinutePAL to create, update, share, and publish information, data, text, files and documents, messages or other materials ("Content"). "Support" referred to herein means basic technical support from MinutePAL, available via electronic mail (e-mail) and via telephone for premium support handled during MinutePAL normal operating business hours. MinutePAL explicitly DOES NOT provide telephone support outside its normal operating business hours.

Without limiting the foregoing, the Service, is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, and the release of new tools and resources, shall be subject to the Agreement. In order to use the Service, You must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, You must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. You agree not to access the Service, by any means other than through the interfaces that are provided by MinutePAL for use in accessing the Service. MinutePAL will provide the Service in accordance with this Agreement. MinutePAL may at its sole discretion modify the features of the Service from time to time without prior notice.

REGISTRATION:

In order to use the Service, You must have a valid Account and satisfy any financial obligations as defined by your choice of products. To acquire an Account for the Service, You must provide MinutePAL with an valid and accessible electronic mail address and other information ("Registration Data"). You will choose an account designation for Your Account during the Service's registration process. You are responsible for maintaining the confidentiality of the access data for Your Account, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify MinutePAL of any unauthorized use of Your Account or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. MinutePAL cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. In consideration of use of the Service, You agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the Service's registration form, and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. MinutePAL assumes no duty to verify such information as further detailed in CONTENT OF THE SERVICE. If You provide any information that is untrue, inaccurate, not current or incomplete, or MinutePAL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, MinutePAL 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). If You register to use the Service on a free-trial basis, You will also have to go through the registration process. If You are under 18 years of age then You are required to have a parent or guardian review and complete the registration process on your behalf.

BILLING/PAYMENT TERMS:

For the first thirty (30) calendar days after You register (the "Trial Period"), MinutePAL will provide You the Service without charge, for an unlimited number of "Users" (user names defined by You, associated with specific humans with electronic mail addresses and passwords, who may utilize Your Account). You may, but are under no obligation to, provide a credit card number and related credit card information during registration or during the Trial Period. If you chose to purchase the Service during the Trial Period, checks, credit cards or purchase orders are the only payment mechanism MinutePAL will accept for payment of the annual subscription fee ("Subscription Fee") for the Service. Purchase Orders will be accepted for annual or multi-annual purchases only whereby all the monthly fees for the Registered users are paid in advance for the entire year and/or multi-year increments. All currency references are in U.S. dollars.

Before or at the expiration of Your Trial Period, You shall choose whether You or any of your Trial Users would like to pay for the Service in order to continue using it. Once You have reached the thirty day limit, then You and any Free Users may not continue to use Your Account for free and must switch to a Paid account and pay the appropriate Service Fees. If You or any of Your Free Users choose to move forward with a Paid Account, You and/or Your Free Users shall pay fees (described below) to MinutePAL on a yearly basis in a paid in full subscription.

The standard cost of a Subscription Fee for a Paid Account (One-Year paid in full) shall be \$119.88, (\$9.99 per month over a twelve month term) for each given calendar year as defined according to local time in Wind Gap, Pennsylvania, USA.

Upon the expiration of Your Trial Period, MinutePAL will end customer access to the Service and will, within thirty (30) calendar days, delete/destroy all the data captured by You and/or Your Free Users in the Service during the Trial Period, unless MinutePAL has received check, credit card payment or and executed Purchase Order and been able to use it for payment of the Subscription Fee (see "Termination, Breach, Suspension and Cancellation" below) and/or received formal written acceptance of an invoice against a Purchase Order.

Upon the expiration of Your Trial Period, if You choose a Paid Account, we will request Your check or credit card information, or if purchasing a year or more of Service an executed and valid Purchase Order, to add to Your Registration Data. Your credit card will be charged for your entire one-year subscription for Your use of the Service from registration until the software expiration date. When You purchase an annual or multi-annual Service contract you will be billed immediately and your payment for the full Service term will be due net 14 days from Your receipt of the Invoice for the Service. If You sign up for an annual or multi-annual Account on a day other than the first day of a Month, you will be charged the full annual Fee for that year or those years of service inclusive of all of the days of the month in which you signed up for the Account, irrespective of whether You actually used the Service or not for that full initial month.



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As long as Your Account remains active and in good standing, You will automatically be charged and notified of the annual or multi-annual Fee(s) even if You never use the Service. You may, however, cancel Your Account at any time but will not receive any or partial refund.

The credit card that You provide as part of the Registration Data will be automatically and immediately billed on the day your software expires unless otherwise advised. You agree that MinutePAL may charge to Your credit card all amounts due and owing upon cancellation (see "Termination, Breach, Suspension and Cancellation" and "Refund"). MinutePAL will contact You via electronic mail to alert You upon each charge. In the case of a Purchase Order, MinutePAL will send you an invoice reflective of the Purchase Order and will require you to abide by the terms and conditions contained therein including net fourteen (14) day payment (from receipt of the invoice for the Service) for the full amount of Your annual or multi-annual purchase. MinutePAL may change prices at any time without prior notice, but will endeavor to provide reasonable advance notice via Your Account website and/or electronic mail. You agree that in the event MinutePAL is unable to collect the fees owed to MinutePAL for Your Account through Your Subscription, annual, or multi-annual Fee(s), MinutePAL may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by MinutePAL in connection with such collection activity, including collection fees, court costs and attorneys' fees.

MinutePAL will provide Support, including any upgrades that MinutePAL releases for MinutePAL Software or the Service, for Your Account at no additional cost. Support includes the following services: e-mail support between 9AM - 5PM EST, Monday through Friday with 1-day (24 hour) turnaround/response timeframe. You also get 24/7-access to our Users Manual, Support Ticketing and Submittal System and other on-line resources.

TERMINATION, BREACH, SUSPENSION AND CANCELLATION:

If Your Annual or multi-annual contract fee is overdue, or if Your Trial Period has expired and You have chosen a Paid Account and MinutePAL has not yet received Your check, credit card or executed Purchase Order portion of Your Registration Data, MinutePAL may disable Your access and Your Users' access to Your Account. If Your Annual or multi-annual contract fee is more than 30 calendar days overdue, or if Your Trial Period expired more than 30 calendar days prior and You have chosen a Paid Account and You have not paid Your annual Fee(s), MinutePAL may suspend or terminate Your account, prevent You or Your Users from getting access to data you have captured using the Service, and may within thirty (30) calendar days from your payment due date delete/destroy any of Yours or your user's data. MinutePAL may also, at its sole discretion, at any time and for any reason, terminate the Service, terminate this Agreement, or suspend or terminate Your Account. In the event of suspension or termination, Your account will be disabled and You may not be granted access to Your Account or any files or other Data/Content contained in Your Account. In addition, MinutePAL may delete Your Content in its entirety, although residual copies of information may remain in our system for some time for back-up purposes. In the event of termination, MinutePAL may also withdraw and at its discretion reallocate the public web address of Your Account.

If You terminate Your Account, via means provided for cancellation on the MinutePAL website or in Your Account, or via telephone call or electronic mail to MinutePAL, and You request that MinutePAL delete Content and files contained in Your Account, MinutePAL will make all reasonable efforts to do so.

OWNERSHIP OF WEBSITE ACCOUNT AND SECURITY:

You are responsible for maintaining the security of Your Content and MinutePAL Account, and You are fully responsible for all activities that occur under the Account and any other actions taken in connection with the MinutePAL Account, including those of Your Users. You agree to immediately notify MinutePAL of any unauthorized and/or illegal uses of the Account or any other breaches of security. MinutePAL cannot and will not be liable for any loss or damage from Your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will MinutePAL be liable, in any way, for any acts or omissions by You (or Your Users), including any damages of any kind incurred as a result of such acts or omissions.

In addition, You explicitly understand and agree that MinutePAL may be required and can disclose Your Content in accordance with a judicial or other governmental order, provided MinutePAL shall give the You reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent regarding the same.

PROPRIETARY/INTELLECTUAL PROPERTY RIGHTS:

MinutePAL and/or its suppliers, as applicable, retain all intellectual property and proprietary rights in the MinutePAL Services (including any authorization software code) and any derivative works therein. You hereby specifically agree and acknowledge that MinutePAL, its suppliers, partners and licensors (if any), own and shall retain all right, title and interest in and to (i) the manufacture and/or production of the MinutePAL Software Service (including all copies and derivative works thereof, by whomever produced), including all intellectual property rights embodied therein; (ii) all of the service marks, trademarks, trade names or any other designations associated or displayed with the Service, and (iii) all copyrights, patent rights, trade secret rights, and other proprietary rights in the Product, and You shall have no rights with respect thereto other than the limited rights expressly set forth in this Agreement.

You will not remove, deface or obscure any of MinutePAL's or its suppliers' copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Service. You hereby further agree (i) not to create or attempt to create, by reverse engineering, disassembly, decompilation or otherwise reduce to human readable form, the source code, any software associated with the Service, internal structure, software design or organization of the MinutePAL Service, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (ii) not to remove any MinutePAL Service identification or notices of any proprietary or copyright restrictions from any MinutePAL Service or any MinutePAL Software Service support material; (iii) not to copy the Software, modify, translate or, unless otherwise agreed, develop any derivative works thereof or include any portion of the MinutePAL Service in any other software program; and (iv) not to separate the MinutePAL Service into component parts for distribution or transfer to a third party.

Specifically, You agree to comply with all applicable laws and regulations, in particular, all laws and regulations pertaining to proper protection, use and designation of trademarks in any countries in which it intends to use the MinutePAL Trademarks. MinutePAL Trademarks, and any goodwill resulting from Your use of them, belong to MinutePAL. You shall use its best efforts to prevent the unauthorized manufacture, duplication, distribution or use of MinutePAL products and services, and will not knowingly engage in or facilitate the distribution or supply or transfer of counterfeit, pirated or illegal software. You shall take reasonable steps to protect MinutePAL against piracy or other infringement of any copyright or trademark, and the misappropriation or unauthorized disclosure of any MinutePAL trade secret or confidential information, and to protect MinutePAL right, title and interest in and to MinutePAL products and services. You shall use Your best efforts to promptly notify Publisher of any infringement of any copyright or of any trademark of MinutePAL, or of any misappropriation or unauthorized disclosure of any trade secret or confidential information of MinutePAL. The terms and conditions set forth in this Section shall survive any termination or expiration of the Agreement.

You acknowledges that MinutePAL retains the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the software, and that MinutePAL's ownership rights extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into the Service and/or Software and all accompanying printed materials. You agree to take no actions, which adversely affect MinutePAL's intellectual property rights, in the Service and any related Software.

PRIVACY:

You agree to the MinutePAL Privacy Policy provided at: <http://www.minutepal.com/privacy.pdf>

EXPORT RESTRICTIONS:

You acknowledge that the Service, or any portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the Service or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

INJUNCTIVE RELIEF

You acknowledge that any use of the Service contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to MinutePAL, its affiliates, suppliers and any other party authorized by MinutePAL to resell, distribute, or promote the Service ("Resellers"), and under such circumstances MinutePAL, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

PROPER USE

You understand that all Content is the sole responsibility of the person from which such Content originated. This means that You (and Your Users), and not MinutePAL, are entirely responsible for all Content that You (and/or Your Users) upload, post, transmit or otherwise make available via Your Account or the Service. MinutePAL does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

You understand that by using the Service, You may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will MinutePAL be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. You acknowledge that MinutePAL does not pre-screen Content, but that MinutePAL and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, MinutePAL and its designees shall have the right to remove any Content that violates the Agreement or is otherwise objectionable. You agree that You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, You acknowledge that You may not reasonably rely on any Content created by MinutePAL or submitted to MinutePAL. You acknowledge and agree that MinutePAL may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of MinutePAL, its users and the public.

You understand that the technical processing and transmission of the Service, including Your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Should Content be found or reported to be in violation with, but not limited to, the following terms, it will be in MinutePAL's sole discretion as to what action should be taken. You agree that You will not:

- (a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, e-mail, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
- (b) harm minors in any way;
- (c) impersonate any person or entity, including, but not limited to, a MinutePAL official, forum leader, guide or host, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- (e) upload, post or otherwise transmit any Content that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (f) upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
- (g) upload, post, or transmit unsolicited commercial e-mail or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", including but not limited to (a) sending mass e-mail to recipients who haven't requested e-mail from You or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting Your site by posting multiple submissions in public forums that are identical;
- (h) upload, post or otherwise transmit any material that contains 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;
- (i) 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;

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

(k) "stalk" or otherwise harass another;

(l) 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. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;

(m) offer for sale or sell any item, good or service that (a) violates any applicable federal, state, or local law or regulation, (b) You do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (c) MinutePAL determines, in its sole discretion, is inappropriate for sale through the Service provided by MinutePAL;

(n) use the Account website as a redirecting/forwarding service to another website;

(o) exceed the scope of the Service that You have signed up for; for example, accessing and using the tools that You do not have a right to use, or having humans share User logins, or deleting, adding to, or otherwise changing other people's comments or content as an Account holder. If any user is reported to be in violation with the letter or spirit of these terms, MinutePAL retains the right to terminate such account at any time without further warning.

GENERAL PRACTICES REGARDING USE AND STORAGE:

You agree that MinutePAL has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service. You acknowledge that MinutePAL may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time. MinutePAL retains the right to create limits on use and storage at our sole discretion at any time with or without notice. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time.

You agree that You will not:

(a) upload, post, e-mail, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(b) interfere with or disrupt our Service or networks connected to our website or through the use of our Service, or disobey any requirements, procedures, policies or regulations of networks connected to our website or through the use of our Service, or otherwise interfere with our Service in any way, including through the use of JavaScript, active or other coding;

(c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or
(d) copy, reproduce, alter, modify, or publicly display any information displayed on our website (except for Your Information), or create derivative works from our website (other than from Your Information), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of MinutePAL or any other third party, except with the prior written consent of MinutePAL or the appropriate third party.

CONTENT OF THE SERVICE:

MinutePAL takes no responsibility for third-party content (including, without limitation, any viruses or other disabling features), nor does MinutePAL have any obligation to monitor such third-party content. MinutePAL reserves the right at-all-times to remove or refuse to distribute any content on the Service, such as content which violates the terms of this Agreement. MinutePAL also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of MinutePAL, its users and the public. MinutePAL will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

INTERNATIONAL USE:

Recognizing the global nature of the Internet, You agree to comply with all local rules regarding on-line conduct and acceptable Content. Specifically, You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which You reside.

NO RESALE OF THE SERVICE:

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express permission by MinutePAL.

YOUR REPRESENTATIONS AND WARRANTIES:

You represent and warrant that (a) all of the information provided by You to MinutePAL to participate in the Service is correct and current; and (b) You have all necessary right, power and authority to enter into this Agreement and to perform the acts required of You hereunder. Municipality shall be solely responsible for ensuring that all data submitted to MinutePAL shall comply with provisions of Second Class Township Code, Borough Code, Sunshine Law and Public Records Act, and shall indemnify and hold Municipality harmless for any liability whatsoever under these statutes.

NO WARRANTIES OR REPRESENTATIONS BY MINUTEPAL:

You understand and agree that the Service is provided "as is" and MinutePAL, its affiliates, suppliers and Resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on MinutePAL servers. MinutePAL, its affiliates, suppliers and Resellers make no warranty or representation, regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet any user's requirements. Use of the Service is at Your sole risk. You will be solely responsible for any damage to You resulting from the use of the Service. The entire risk arising out of use, security or performance of the Service remains with You. Without limiting the foregoing, the Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, MinutePAL, its affiliates, suppliers and Resellers specifically disclaim any express or implied warranty of fitness for such purposes.

INDEMNITY:

You agree to indemnify, defend and hold harmless MinutePAL, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees as and when incurred) arising from Your use of the Service, Your use of Your Account, Your violation of this Agreement or the infringement or violation by You or any other User of Your Account, of any intellectual property or other right of any person or entity.

MODIFICATIONS TO SERVICE:

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

NO AGENCY:

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between You and MinutePAL is intended or created by this Agreement.

LIMITATION OF LIABILITY:

In no event will MinutePAL or its affiliates, suppliers or Resellers be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damage) arising out of the use of or inability to use the Service, or the provision of or failure to provide technical or other support service, whether arising in tort (including negligence) contract or any other legal theory, even if MinutePAL, its affiliates, suppliers or Resellers have been advised of the possibility of such damages. In any case, MinutePAL, its affiliates', suppliers' and Resellers' maximum cumulative liability and Your exclusive remedy for any claims arising out of or related to this Agreement will be limited to the amount actually paid by You for the Service (if any) in the previous twelve (12) months.

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WAIVER AND SEVERABILITY:

Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

STATUTE OF LIMITATIONS:

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising of or related to use of MinutePAL services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

CHOICE OF LAW AND FORUM:

This Agreement shall be governed by and construed under the laws of the State of Pennsylvania, USA, as applied to agreements entered into and to be performed in Pennsylvania by Pennsylvania residents. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving the Lehigh Valley, in the County of Northampton, in the State of Pennsylvania, USA.

ENTIRE AGREEMENT/GENERAL PROVISIONS:

This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties, whether written or oral, respecting such subject matter. MinutePAL may change the terms of this Agreement at any time by posting modified terms on its website. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. Any and all rights and remedies of MinutePAL upon Your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on MinutePAL, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. Notices to You may be made via either e-mail or regular mail. The Service may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices to You generally on the Service. All notices or other correspondence to MinutePAL under this Agreement must be sent to the following electronic mail address for such purpose:

Or the following physical address:

MinutePAL

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Privacy Policy

MinutePAL.com, a software solution of Millenium Media, Inc., Terms of Service

What information does Millenium Media, Inc. collect regarding MinutePAL.com Software?

If you have a MinutePAL software account, we do NOT store your credit card information so as to bill you an annual or multi-annual basis. Rather, we use Authorize.net to store and process all credit card transactions. Since 1996, Authorize.Net has been a leading provider of payment gateway services, managing the submission of payment transactions to the processing networks on behalf of merchant customers. On November 1, 2007, CyberSource Corporation acquired Authorize.Net. Collectively, the companies processed approximately 1.1 billion transactions in 2006, representing \$65 billion of e-commerce. More than 207,000 merchants trust Authorize.Net to manage their payment transactions securely and reliably.

The information required by this purchase ("Billing Information") includes a name, billing address, credit card number, and expiration date. An e-mail address is also required in order to send a purchase confirmation as well as to contact the user in case of a problem. You do not have to include a phone number or information on how you learned of MinutePAL, but if you do offer that information, it is stored along with other non-credit card related Billing Information. We also store on your behalf all information, data, text, software, messages or other materials that you, your Account's users, and (if you allow) other internet users upload and publish into your MinutePAL installation. Every computer that is connected to the Internet has an Internet Protocol Address, referred to as an IP address. This address does not reveal anything personal about the user. We log IP addresses for security-related prevention, response, and audit activities. Finally, in order to tailor future releases to users' needs, other information is collected through users' web browsers. This information includes connection speed, operating system, web browser, and browser version.

What is done with the information?

Authorize.net uses Your Billing Information to charge you annually for your MinutePAL usage. As mentioned above, MinutePAL itself does not store any of your credit card information. We also use the e-mail address you give us in the Billing Information to e-mail you for customer support and for notifications related to your account. If we cannot reach you via e-mail for those notifications we may use the telephone number and physical address you provide to contact you. We may also contact you using your non-credit card related Billing Information to inform you of new ways to use MinutePAL; if you wish for us to not do that, please reply and let us know.

The only reason we store your account's contents is so that you can use, modify, and export them. We keep them confidential.

We log IP addresses and other browser and browsing information to improve performance and future releases of MinutePAL.

How is my information protected?

Privacy and security are absolutely paramount to MinutePAL. The MinutePAL.com website, servers, and Service use industry standard protocols to protect all information obtained including guaranteed 128-byte GeoTrust SSL encryption (secure socket layers), and hardware firewalls. Periodical internal audits will be performed to help identify and ensure all data is secured through the industrial standards set forth.

Why and how does MinutePal use cookies?

A cookie is a small piece of data sent to your web browser by a server and stored on your hard drive. Many websites leave a cookie on your machine in order to identify you should you return. Cookies cannot read any data from your hard drive other than what is already included in the cookie. Cookies cannot damage your system. The MinutePAL.com website stores a cookie on your computer so that you may have sessions of interacting with the service without having to log in (provide your e-mail address and password) again when viewing each individual web page. Your web browser will have to be set to accept cookies in order to use the MinutePAL service.

What if I have a question or problem related to my privacy?

Please contact us at 610-863-1637 (9am-5pm, M-F Standard Eastern Time USA).

What if I don't want notifications?

Please contact us and ask to be put on our stop list.

Consent

You must consent to this privacy policy to use the MinutePAL service.