

By using MetaLINK Technologies' online or telephone technical support and solutions you are subject to this Agreement. Our Service is offered to you with the condition you accept, without modification, the terms and conditions set forth herein.

1. The Agreement sets forth the terms and conditions under which you agree to use our Service, and under which MetaLINK agrees to provide Service to you.

2. DEFINITIONS For the purposes of this Agreement, the following terms are defined as follows:

2.1. "MetaLINK" shall mean and include its directors, officers, employees, contractors, agents, successors or assigns;

2.2. "Service" shall mean all Software technical support, maintenance, products and services ordered by you or provided to you by MetaLINK;

3. AUTHORIZED USER, USE AND RESPONSIBILITIES

3.1. You acknowledge and agree that you have the legal authority to enter into this Agreement and confirm that the information you supply to us is correct and complete. You are responsible for all users on your account and computer systems. You accept full liability and responsibility for the actions of anyone who uses our Service via your account, or your computer systems, with or without your permission.

3.2. You agree it is your responsibility to back up all software and data that is stored on your computer's hard disk drive(s) and on any other storage devices you may have prior. MetaLINK or its Third Party Providers shall not be responsible at any time for loss, alteration or corruption of the Software, your software, data or files.

4. PERMISSION TO CONNECT

4.1. The Customer hereby permits MetaLINK to remotely or directly access and connect to the Customer's computer systems and network for the express purpose of providing Service. The Customer will cooperate in good faith to enable such connections to occur.

5. CONFIDENTIALITY AND PRIVACY POLICY

5.1. The parties recognize that under this Agreement they may each receive trade secrets, personal and private information, confidential or proprietary information of the other party, including but not limited to commercial information, products, customers, business and residential accounts, finance or contractual arrangements or other dealings, program source and object codes. Upon the termination each party shall remove all digital representations in any form from all storage media in its possession or under its control.

6. TERM AND TERMINATION

6.1. MetaLINK may terminate or suspend Service, at its sole discretion, immediately and without notice, if: A. you are in breach of any of the terms of this Agreement; B. your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service or MetaLINK's network; C. MetaLINK receives an order from a court to terminate your Service; D. MetaLINK for any reason ceases to offer the Service; E. you are no longer a Customer; F. you have failed to pay an invoice in accordance with the provisions of this Agreement; or the Customer's computer system has ceased to be capable of operating successfully for any reason. The Customer may terminate this Agreement if MetaLINK is in material breach of any of its obligations and fails to remedy the same (if capable of remedy) for a period of ten days after written notification of the breach has been delivered by the Customer to MetaLINK.

7. WARRANTIES AND LIMITATION OF LIABILITY

7.1. You acknowledge and agree that the Service supplied is provided on an "As Is" or "As Available" basis, with all faults. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use, or corrupt the information you transmit or receive over the Internet.

7.2. MetaLINK shall not be liable for loss of your data, or if changes in operation, procedures, or Service require modification or alteration of your equipment, render the same obsolete or otherwise affect its performance. MetaLINK makes no warranty regarding the content and information accessed by using the Service or any links displayed. You expressly assume all risk and responsibility for use of the Service and the Internet generally. In no event shall MetaLINK or its Third Party Providers, be liable to you for any indirect, incidental, exemplary, special or consequential damages of any kind.

7.3. The Customer agrees that it has accepted these terms and conditions in the knowledge that MetaLINK's liability is limited and that the prices and charges payable have been calculated accordingly.

8. INDEMNIFICATION

8.1. You agree to defend, indemnify and hold harmless MetaLINK from and against all liabilities, costs and expenses, including fees on a solicitor and his own client basis, related to or arising from: A. any violation of applicable laws on this Agreement by you or any party; B. negligent acts, errors, or omissions by you or any party; D. injuries to or death of any person and for damages to or loss of any property, which may arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of MetaLINK; or E. claims for infringement of any intellectual property rights arising from the use of the Service, Software, or the Internet. Except as otherwise required by law, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

This Agreement constitutes the entire agreement between you and MetaLINK with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement are void, unless the changes are made in writing and executed by the parties. All parties are subject to the Wireless Terms of Service listed on the MetaLINK website.