



SIGNCHANNEL TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

Scala TSM Holdings, Inc. ("SignChannel"), dba SignChannel, welcomes you as a user of our SignChannel service ("Service"). SignChannel provides the Service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://www.signchannel.com>. In addition, when using particular SignChannel owned or operated services, you and SignChannel shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. SignChannel may also offer other services that are governed by different Terms of Service.

2. DESCRIPTION OF SERVICE

SignChannel provides Service users with access to a rich collection of image content, including selection and scheduling tools, and branded content through its network. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new SignChannel properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that SignChannel assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including any additional fees associated with the display or delivery of any other content, either not provided by SignChannel or provided independently by a different third party content provider. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you are a legally bound representative of your business or organization and that you, that you are empowered to execute a binding contract and your business or organization are not barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data"), (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete and (c) provide an accurate accounting of the number of screens or displays connected to each SignChannel player. If you provide any information that is untrue, inaccurate, not current or incomplete or SignChannel has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SignChannel 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).

4. SIGNCHANNEL PRIVACY POLICY

Registration Data and certain other information about you are subject to our Privacy Policy. For more information, see our full Privacy Policy below. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by SignChannel and its affiliates. You also acknowledge that as a part of the SignChannel service, you may receive from time to time, electronic communications from SignChannel

containing information about your account, updates to the SignChannel service, or to ask for your feedback on the SignChannel service.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify SignChannel of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. SignChannel cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You understand that all information ("Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, and not SignChannel, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. SignChannel 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 SignChannel be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service. You agree to not use the Service to: (a.) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, contains pornography (including, without limitation, any child pornography or child erotica) or racially, ethnically or otherwise objectionable; or racially, ethnically or otherwise objectionable; (b.) harm minors in any way; (c.) impersonate any person or entity, including, but not limited to, a SignChannel 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, email, transmit or otherwise make available any Content that you do not have a right to make available 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, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; (g.) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose; (h.) Upload, post, email, transmit or otherwise make available 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.) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; (j.) 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; (k.) 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; (l.) provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; (m.)

"stalk" or otherwise harass another; and/or (n.) collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs (a) through (m) above. You acknowledge that SignChannel may or may not pre-screen Content, but that SignChannel and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, SignChannel and its designees shall have the right to remove any Content that violates the TOS 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 rely on any Content created by SignChannel or submitted to SignChannel. You acknowledge, consent and agree that SignChannel may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of SignChannel, 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. You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by SignChannel and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

7. INTERSTATE NATURE OF COMMUNICATIONS ON SIGNCHANNEL NETWORK

When you register with SignChannel, you acknowledge that in using SignChannel services to send electronic communications, you will be causing communications to be sent through SignChannel's computer networks, portions of which are located in a variety of states and abroad. As a result, and also as a result of SignChannel's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Terms of Service, you acknowledge that use of the service results in interstate data transmissions.

8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online 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.

9. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

SignChannel does not claim ownership of Content you submit or make available for inclusion on the Service.

10. CONTRIBUTIONS TO SIGNCHANNEL

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to SignChannel through its suggestion or feedback WebPages, unless otherwise explicitly agreed, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) SignChannel is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) SignChannel shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) SignChannel may have something similar to the Contributions already under consideration or in development; (e) your Contributions

automatically become the property of SignChannel without any obligation of SignChannel to you; and (f) you are not entitled to any compensation or reimbursement of any kind from SignChannel under any circumstances.

11. INDEMNITY

You agree to indemnify and hold SignChannel and its parent company and any subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

12. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your SignChannel login), use of the Service, or access to the Service.

13. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that SignChannel may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that messages, postings or other uploaded Content will be retained by the Service, the maximum number of messages or uploaded Content that may be sent from or received by an account on the Service, the maximum size of any message or uploaded Content that may be sent from or received by an account on the Service, and the maximum disk space that will be allotted on SignChannel's servers on your behalf in a given period of time. You agree that SignChannel has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that SignChannel reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that SignChannel reserves the right to modify these general practices and limits from time to time.

14. MODIFICATIONS TO SERVICE

For Demonstration Accounts, where the user is not licensed to use the Service on a paid subscription basis, SignChannel reserves the right to terminate usage at any time and for any reason, without recourse.

15. TERMINATION

You agree that SignChannel may, under certain circumstances and without prior notice, immediately terminate your SignChannel account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your SignChannel account includes (a) removal of access to all offerings within the Service, including but not limited to SignChannel Mail, Groups, Messenger, Chat, Domains, Personals, Auctions, Message Boards, Greetings, Alerts and Games, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in SignChannel's sole discretion and that SignChannel shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service. SignChannel may, at its sole discretion based on the reason for termination above, return any unused subscription payments to the user.

16. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that SignChannel shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

17. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because SignChannel has no control over such sites and resources, you acknowledge and agree that SignChannel is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that SignChannel shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

18. SIGNCHANNEL'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by SignChannel or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. SignChannel grants your business or organization a personal, non-transferable and non-exclusive right and license to use the object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by SignChannel for use in accessing the Service.

19. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a.) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SIGNCHANNEL AND ITS PARENT COMPANY AND SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. (b.) SIGNCHANNEL AND ITS PARENT COMPANY AND SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (c.) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH

MATERIAL. (d.) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SIGNCHANNEL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS. (e.) A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

20. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SIGNCHANNEL AND PARENT COMPANY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SIGNCHANNEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

21. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 18 AND 19 MAY NOT APPLY TO YOU.

22. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 19 and 20 again. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. SignChannel and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions based on such information.

23. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

24. NOTICE

SignChannel may provide you with notices, including those regarding changes to the TOS, by email, regular mail or postings on the Service.

25. TRADEMARK INFORMATION

SignChannel, and SignChannel logo trademarks and service marks and other SignChannel logos and product and service names are trademarks of Scala TSM Holdings, Inc. (the "SignChannel Marks"). Without SignChannel's prior permission, you agree not to display or use in any manner the SignChannel Marks.

26. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

SignChannel respects the intellectual property of others, and we ask our users to do the same. SignChannel may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please contact SignChannel by email at: info@signchannel.com

27. GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and SignChannel and governs your use of the Service, superseding any prior agreements between you and SignChannel with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other SignChannel services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The TOS and the relationship between you and SignChannel shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions.

Waiver and Severability of Terms. The failure of SignChannel to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your SignChannel account is non-transferable and any rights to your SignChannel login or contents within your account terminate upon the expiration of your subscription agreement. Upon termination all contents of your account may be permanently deleted.

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

The section titles in the TOS are for convenience only and have no legal or contractual effect.

28. VIOLATIONS

Please report any violations of the TOS to info@signchannel.com.



SIGNCHANNEL PRIVACY POLICY

Scala TSM Holdings, Inc. ("SignChannel", "us" or "we") respects the privacy of the visitors to its website, the home page of which is located at <http://www.signchannel.com> ("website"). This Privacy Policy is intended to inform you of our policies and practices regarding the collection, use and disclosure of any Personal Information and Anonymous Information you submit to us through our website and Services. Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms set forth in the Terms of Use for the SignChannel Services.

"Personal Information" is information about you that is personally identifiable to you like your name, address, e-mail address, or phone number, as well as other non-public information that is associated with the foregoing.

"Anonymous Information" means information that is not associated with or linked to your Personal Information; Anonymous Information does not permit the identification of individual persons. We collect and use Personal Information and Anonymous Information as described in this Privacy Policy.

USER CONSENT

By submitting Personal Information through our website, you agree to the terms of this Privacy Policy and you expressly consent to the processing of your Personal Information according to this Privacy Policy.

OUR PERSONAL INFORMATION MAY BE PROCESSED BY SIGNCHANNEL IN THE COUNTRY WHERE IT WAS COLLECTED AS WELL AS OTHER COUNTRIES (INCLUDING THE UNITED STATES) WHERE LAWS REGARDING PROCESSING OF PERSONAL INFORMATION MAY BE LESS STRINGENT THAN THE LAWS IN YOUR COUNTRY.

COLLECTION OF INFORMATION

The Personal Information and Anonymous Information we gather from you helps us learn about the Registered Users, Visitors, and potential users of our Services. This allows to better serve our community through enhanced functionality and content additions.

PERSONAL INFORMATION YOU PROVIDE TO US

We collect Personal Information that you submit to us voluntarily through our website. The types of Personal Information we collect are:

1. When you sign up to receive the SignChannel newsletter, we will collect the e-mail address you provide to us.
2. When you register on the website to become a Registered User, we will collect your name, a username and password that you have chosen, your e-mail address, geographic location, device location and selected device model and manufacturer. We will also maintain a list of channels that you have registered and we may collect other information from you, such as your birthday or zip code, to provide additional services.
3. When you register for any of our subscription services, we will collect your name and full billing address, your username, and all the information to receive your payment of the respective fees, such as a complete set of credit card information.

4. When you set up My Friends, we will collect the email address as entered by you. Your Friends lists will only be visible to you.

5. When you leave us feedback using the SignChannel feedback form, we will collect any information that is contained in your feedback.

6. When you contact us by sending us an e-mail, we will collect your e-mail address and any information contained in the e-mail you send us.

PERSONAL INFORMATION COLLECTED

As you navigate our website, certain information may also be collected passively, including your Internet protocol address, browser type, and operating system. We also use Cookies and navigational data like Uniform Resource Locators (URL) to gather information regarding the date and time of your visit and the information for which you searched and viewed. This type of information is collected to better understand how you use our community and make the community and services we provide more useful to you.

When you access the SignChannel Services, we may collect information about your device, such as, but not limited to, the channels, channel configurations, the exchange of data between the Services and the performance of such exchange, and any events or problems that may occur while using the SignChannel service. We may associate such information with other information (including Personal Information) we have collected from you.

An "Internet protocol address" or "IP Address" is a number that is automatically assigned to your computer when you use the Internet. In some cases your IP Address stays the same from browser session to browser session; but if you use a consumer internet access provider, your IP Address probably varies from session to session. We track IP Addresses solely in conjunction with session cookies to analyze our web page flow.

"Cookies" are small pieces of information that a web site sends to your computer's hard drive while you are viewing a web site. SignChannel may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on the website. Persistent Cookies can be removed by following Internet browser help file directions. If you choose to disable Cookies, some areas of the website may not work properly.

SignChannel may also contract with third parties in order to promote the products and/or services of these third parties by placing ads on the website or providing it through the Services. We may use information that was posted by Registered Users, or information (including Personal Information) that was collected by the Services to tailor the display of ads or the provision of Channels to the interest of the Registered Users.

PERSONAL INFORMATION WE RECEIVE FROM OTHER SOURCES

We may receive Personal Information about you from other sources like telephone or fax, or from third parties that provide services for us in connection with the Services and community. We may add this information to the information we have already collected from you via our website in order to improve the Services we provide and our community.

USE OF INFORMATION

In general, Personal Information you submit to us is used by us to register your Device, sign you up for our Services, respond to requests that you make, or to our Services.

We may create Anonymous Information records from Personal Information by excluding information (such as your name) that makes the information personally identifiable to you. We may use this Anonymous Information to analyze

usage patterns so that we may enhance our Services. SignChannel reserves the right to use and disclose Anonymous Information to third parties in its discretion.

We will connect information (including Personal Information) that you enter into your Registered User Account with the information you may have entered when using the Service.

FEEDBACK

If you provide feedback to us, we may use and disclose such feedback for any purpose, provided we will not associate such feedback with your Personal Information. SignChannel will collect any information contained in such communication and will treat the Personal Information in such communication in accordance with this Privacy Policy.

DISCLOSURE OF PERSONAL INFORMATION

Except as otherwise stated in this Privacy Policy, we do not trade, rent, sell, or share your Personal Information with third parties, unless you ask or separately authorize us to do so.

We provide your Personal Information to third party service providers who work on behalf of or with SignChannel to provide some of the services and features of the SignChannel Service and to help us communicate with SignChannel Users. However, these service providers do not have any independent right to share this information (except pursuant to a legal requirement such as a subpoena or warrant).

Although we currently do not have a parent company, any subsidiaries, joint ventures, or other companies under a common control (collectively, "Affiliates"), we may in the future. We may share some or all of your Personal Information with these Affiliates, in which case we will require our Affiliates to honor this Privacy Policy.

If our company or our assets are acquired by another company, that company will possess the Personal Information collected by us and it will assume the rights and obligations regarding your Personal Information as described in this Privacy Policy.

We may disclose your Personal Information if we believe in good faith that such disclosure is necessary to (a) comply with relevant laws or to respond to subpoenas or warrants served on SignChannel; or (b) to protect and defend the rights or property of SignChannel, any users of and visitors to our website, or third parties.

YOUR CHOICES REGARDING YOUR PERSONAL INFORMATION

We offer you choices regarding the collection, use and sharing of your Personal Information. When you receive newsletters or promotional e-mails from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly (please see contact information below).

Despite your indicated e-mail preferences, we may send you administrative e-mails regarding our Services and products or notices of any updates to our Terms of Service or Privacy Policy. You may change any of the Personal Information in your account by editing your Registered User Account.

REGARDING CHILDREN

We do not intentionally gather Personal Information about visitors who are under the age of 18.

OTHER SITES

Our provision of links to other websites or locations is for your convenience and does not signify our endorsement of such other websites or locations or their contents. Links to other websites or locations may also be posted by other Registered SignChannel Users. We have no control over, do not review, and cannot be responsible for these outside websites or their content. Please be aware that the terms of our Privacy Policy do not apply to these outside websites.

SECURITY

We use reasonable measures to maintain the security of your Personal Information. However, no company, including SignChannel, can fully eliminate security risks associated with Personal Information.

CONTACT US

Should you have any questions or concerns regarding this Privacy Policy, please contact us at info@signchannel.com.

PRIVACY POLICY UPDATES

This Privacy Policy is subject to occasional revision, and if we make any substantial changes in the way we use your Personal Information, we will post an alert on this page. If you object to any such changes, you must cease using our Services. Continued use of our Services following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.