



TERMS AND CONDITIONS

NOBLEVentures MAIL LISTS CLIENTS TERMS and CONDITIONS

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By ordering lists or data from NOBLE Ventures Corp you (Client / Buyer) agree to the following: lists sold strictly on a FLAT FEE or PER RECORD basis. Lists once ordered are non cancelable and non refundable. We reserve the right to cancel or amend orders at any time.

Lists are compiled from sources believed reliable but NOBLE Ventures can not be held responsible for undeliverable mail items, postage, fax costs or other incidental costs. By ordering from NOBLEVentures you agree to indemnify, waive all claims now and forever forward against NOBLEVentures and hold us harmless from any incidental or consequential damages of data use. Orders are filled according to list specifications on purchase orders. Any changes to order must be submitted in writing as an addendum to original order.

Client/Buyer must submit a sample mail piece for each mailer. Client Buyer's use of the List shall conform to generally recognized industry standards of high integrity and good taste, and shall not be obscene, pornographic, indecent, defamatory, libelous, unlawfully threatening, unlawfully harassing or in breach of any other duty or standard of care imposed by law.

Client/Buyer may not distribute, transmit, display, disclose, divulge, reveal, report, publish, resell, assign or transfer the List to any third party, create a substitute or parallel database, reproduce or create derivative works based upon the List or any portion thereof, or store or hold the List in an unsecured locations where its access cannot be adequately restricted without the prior consent of NOBLE Ventures. Unless otherwise requested and documented lists are for one time use per mailer and each list are seeded with decoys to detect unauthorized use.

Any telemarketing firm will be required to submit the telemarketing script for each order as stated by the Federal Trade Commission Telemarketing Sales Rule (see FTC TSR 16.CFR 310.3(a), 310.3(c) 310.3(d)

Proprietary Rights.

Client/Buyer acknowledges that the List provided hereunder is proprietary to Vendor and composes works

- (i.) Works of original authorship,
- (ii.) Confidential and trade secret information and
- (iii.) Information that has been created developed and maintained at great expense of time and money, such that the misappropriation or unauthorized use of the List by others for commercial gain would unfairly and irreparably harm NOBLEVentures. Customer agrees that it will not commit or permit any act or omission by its agents, employees, or any third party that would impair NOBLEVentures's proprietary rights to the List. Client/Buyer may not authorize the further distribution of the List, without express written permission from NOBLEVentures, it being understood that Client/Buyer's products and services which contain the List are provided to others who are prohibited from further resale or redistribution.

Violation of sole use rule would harm and deprive NOBLEVentures of rightful revenue and is punishable by civil injunction. You agree that treble damages will apply and agree to an injunction against violation, use or resale. Client/Buyer acknowledge that Violation of our use terms could deprive NOBLEVentures of rightful revenue and result in lasting and irreparable damage and



financial harm difficult to calculate and therefore, client/buyer agrees to pay a resale lists violation fee of no less than \$20,000.00 US Dollars and grants authority and permission to the prothonotary or Clerk of any Civil Court of NOBLEventures choice a Judgment and order for injunctive relief in the amount of \$20,000.00 (Twenty Thousand U.S. Dollars) for each violation.

Client / Buyer further agree to abide by all Federal, State, and local rules regarding unsolicited Faxes or Telemarketing and agree to indemnify NOBLEventures from any related or consequential liability as to misuse of data provided by NOBLEventures. Client/Buyer/Mailer/Broker agree to abide <http://www.ftc.gov/ftc/consumer.htm>

Client / Buyer understand that NOBLEventures is a research firm and data compiler and that all lists must be checked and sorted for duplicates, checked against US Mail standards for CASS certified deliverable address & must go through the US MAIL Standard NCOA (National Change of Address) process to check for valid addresses prior to use. Client agrees that lists found with technical errors will be brought to the attention of NOBLE in writing and by telephone within 30 business days. After 30 days NOBLE will assume there are no questions or corrections to be made and that client is satisfied with delivered data or lists product. The balance of the Terms following this paragraph is hereby incorporate as if fully stated herein. Client agrees to pay for lists fully by pre payment of Visa, MasterCard, American Express or check and agrees to waive any and all claims for charge back or unsuitability once lists are delivered.

All unpaid fees subject to 20% interest from date of invoice, and consents to suit in jurisdiction of NOBLEventures choice. Buyer consents to all terms & conditions as amended by NOBLEventures Corporation from time to time. Prices & Products subject to change without notice.

PAYMENT & GUARANTEE: Customer agrees to provide NOBLEventures a 30 day letter of guarantee for all orders placed with NOBLEventures. Furthermore customer agrees to personally guarantee any and all debt incurred under valid signed contract in accordance with the total face value of the proposed contract. All orders must be guaranteed by a valid US Credit Card MasterCard, VISA, American Express, Discover, and check. Any and all defaulted amounts owed per contract will be debited to the guaranteeing representative or officer's credit card. Default occurs 10 days after a payment date is missed, although all orders must be prepaid, a single exception may be made if made with owner of NOBLEventures.com. Only in this manner will NOBLEventures enter in to business relations for the sale of fax lists, data, databases or information or goods and services of any kind. None of these terms shall prevent NOBLEventures from suing in the court of its choice to enforce any contract entered into by client. All data and lists orders are final and non refundable. In the event that terms are granted, the credit card guarantees by company officer or representative will remain in force.

COMPANY NAME _____

OFFICER NAME _____ TITLE _____

DATE _____