

NEWSLADDER TERMS OF USE

HIGHLIGHTS

- You are agreeing to our Terms of Use when you use our NewsLadder web site(s) (the "Site"), and these Highlights are not a substitute for reading the actual Terms of Use found below.
- By using the Site, you acknowledge that you have read, understood and agree to be bound by our Terms of Use and to comply with all applicable laws and regulations.
- When you use the Site, you remain responsible for your conduct and actions, and for any content you upload, post, transmit or submit via the Site.
- It is your responsibility to protect your username and password. Activities that happen under your username and password are your sole responsibility.
- You may not use the Site for any purpose that is unlawful and/or prohibited by our Terms of Use.
- We reserve the right to expel users and prevent their further access to the Site for, among other things, violating our Terms of Use or the law. We also reserve the right to remove your Postings if we consider them to be abusive, disruptive, illegal or otherwise in violation of our Terms of Use.
- We may change, suspend or discontinue any aspect of the Site at any time, without prior notice or liability.
- We are not responsible for things that might happen to you as a consequence of your use of our Site. You use our Site at your own risk.

TERMS AND CONDITIONS OF USE

Welcome to NewsLadder (the "Site"). The Site is offered to you/user conditioned upon your acceptance without modification of the terms and conditions contained herein (the "Terms of Use"). NewsLadder, Inc. ("NewsLadder") may change or modify these Terms of Use, in whole or in part, at any time by updating this posting without prior notice to users or liability. By accessing, browsing and/or using this Site, including all content, materials and information made available on or accessed through the Site, whether you are a "Visitor" (which means that you simply browse the Site) or a "Registered User" (which means that you have registered with NewsLadder), you acknowledge that you have read, understood and agree to be bound by these Terms of Use and to comply with all applicable laws and regulations. The term "you" or "user" as used in these Terms of Use refers to a Visitor or a Registered User. This Site is operated by NewsLadder from its offices within the United States. NewsLadder makes no representation that content, materials or information made available in this Site are appropriate or available for use in other locations,

and access to them from territories where their contents are illegal is prohibited. Any violation of these Terms may result in the suspension or termination of your right to access the Site.

IF YOU DO NOT ACCEPT THESE TERMS OF USE, PLEASE DO NOT USE THE SITE.

NewsLadder may change, suspend or discontinue any aspect of the Site at any time, including the availability of any content, software, functions, services, materials and information made available on or accessed through the Site without prior notice or liability. NewsLadder may also impose limits on certain features or restrict your access to parts or all of the Site without prior notice or liability.

NewsLadder reserves the right, at its sole discretion, to change these Terms of Use, in whole or in part, at any time by updating this posting without prior notice to users. Changes to these Terms of Use will be effective when posted. Your continued use of this Site following the posting of any change shall constitute your acceptance thereof.

NewsLadder also reserves the right at any time and at its sole discretion to waive or modify these Terms of Use, in whole or in part, as they apply to a specific Postings or users of the Site without affecting the application of these Terms of Use to all other Postings and users. For purposes of these terms of Use, "Postings" means, but is not limited to, any text, links, images, photos, communications, opinions, software, data, and any other materials or content any user provides on or via the Site, including, but not limited to message boards, chat rooms or similar discussion forums, blogs, wiki pages or otherwise.

Personal Use and Registration

NewsLadder grants you permission to access and use the Site. Your permission to use the Site does not include any (i) resale or commercial use of the Site or its contents whether provided by NewsLadder, users contributing content or other consumer-generated-content tool, or third parties; or (ii) derivative use of the Site or its content (in whole or in part); or (iii) use of spiders, web-crawlers, data mining, computer robots or similar data gathering and extraction tools, processes or programs. You may not, without NewsLadder's permission, "mirror" the Site or its content.

You may not use the Site in any manner that could damage, disable, overburden or impair the Site, or interfere with any other party's use and enjoyment of the Site. You may not attempt to gain unauthorized access to the Site through hacking, password mining or any other means.

Registration and login are required in order, among other things, to post to the Site and adjust user settings. As part of the registration process, you are required to select and use only one username and password. When registering, you agree to provide truthful, accurate and complete information and not to (i) register under the name of another person; (ii) choose a user name that may be deemed offensive; (iii) choose a username for the purposes of deceiving or misleading users of the Site as to your true identity; (iv) choose a user name that incorporates a solicitation (e.g., yoursite.com, yourproduct, yourservices); or (v) violate the intellectual property or other rights of any person or entity. You further agree to not

impersonate any other person, including any other users, Moderator or Host or any NewsLadder employee, officer, shareholder, director, agent or representative.

As a Registered User, you agree to maintain and promptly update your registration data as necessary to keep it true, accurate, current and complete. NewsLadder may terminate your access to the Site (or portions thereof) if any of the information provided is found to be inaccurate, false, out of date or incomplete, or for violating these Terms of Use and/or or the law, without prior notice or liability.

We expect all users to refrain from revealing their password to other users. You agree not to use the username and/or password of another Registered User at any time or to disclose your password to any third party. You agree to notify NewsLadder immediately if you suspect any unauthorized use of your username and/or password. You are solely responsible for any and all use of your username and password, their security and any and all activities that occur under them.

If you no longer wish to be a Registered User, you may delete your profile by sending us an e-mail at newsladder@gmail.com. We will use reasonable efforts to ensure that your profile is deleted from our records.

User Representations

By using the Site, you represent and warrant to NewsLadder that: (a) you are 18 years of age or older and the age of majority in your state of residence as of the time you register as a Registered User; (b) all information provided by you to NewsLadder is truthful, accurate and complete; (c) you will comply with all terms and conditions of these Terms of Use; (d) you, to the extent applicable, have provided and will provide truthful, accurate and complete registration information; and (e) you will not use the Site, or any of the content obtained from the Site, for any purpose that is unlawful or prohibited by these Terms of Use.

Keeping Personal Information Private

The personally identifiable information that you provide to use during the registration process will be used to process your registration and for the purposes for which you provided it. We will not use it to send any marketing material, nor sell it to any third parties to send you marketing material.

If at any point we decide to use personally identifiable information in a manner different from that stated in these Terms of Use at the time it was collected, we would notify users by e-mail. Users will have a choice as to whether or not we use their personally identifiable information in this different manner. Unless otherwise agreed, we will use your personally identifiable information in accordance with the Terms of Use under which the information was collected.

Any Postings that you place on the Site are posted at your own risk, and can be obtained and used by others. Do not reveal information that you do not want to make public, such as by posting your contact information or e-mail address on the Site. Any personally identifiable information you disclosed on

Postings can be read, collected or used by other users of these forums, and could be used to send you unsolicited messages. NewsLadder disclaims any responsibility or liability arising from your disclosure of such personal information, or any other information, in your Postings.

NewsLadder reserves the right, but has no obligation, to remove any Postings on the Site containing phone numbers, street addresses or otherwise personally identifying information as it cannot verify such information or confirm the desire of said information to be posted by the individual to which this information pertains.

You acknowledge, consent and agree that NewsLadder may access, preserve and disclose your personally identifiable information 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 Terms of Use; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property or personal safety of NewsLadder, users and the public.

From time to time we may communicate with you directly concerning your activities and/or participation in the Site or related matters. Those communications are not intended to be made public, and you agree not to post or otherwise disseminate those communications on the Site or elsewhere on the Internet or otherwise.

License

User's Postings on the Site become public information. By using the Site, you grant NewsLadder, its parent, subsidiaries, affiliates, successors, assigns, licensees, resellers and other such parties as NewsLadder may designate from time to time, a royalty-free, perpetual, irrevocable, non-exclusive, transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display Postings (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed and sublicense such rights through multiple tiers of sublicensees; and (b) the right to other users of the Site to access, view, store, and reproduce your Postings for personal use. You hereby waive all rights to any claim against NewsLadder for any alleged or actual infringements of any proprietary rights, rights of privacy, rights of publicity, moral rights, and rights of attribution in connection with such Postings.

Suggestions

By submitting ideas, testimonials, opinions, suggestions, comments or any other material to the Site ("Suggestions"), you agree that NewsLadder will treat such submissions as non-confidential, that NewsLadder can use such submissions without any compensation to you or to any other person or entity, and that NewsLadder may have already developed, or is in the process of developing, and is not restricted in any way from developing and marketing, products, services, functions, features or plans similar to or competitive with any described in such submissions from you. You also agree that you are free to provide your opinion or suggestion to us. No joint venture, partnership, agency, or employment

relationship exists or will exist between NewsLadder and you by virtue of your submitting any Suggestions or using this Site.

No inappropriate material, spam, or attacks!

You agree not to engage in unacceptable use of the Site, which includes, without limitation, use of the Site to:

- upload, post, transmit or otherwise make available any content that is, in whole or in part, libelous, scandalous, inflammatory, discriminatory, defamatory, false, threatening, vulgar, obscene, pornographic, profane, abusive, harassing, invasive of another's privacy, hateful or bashing, aimed at gender, race, color, sexual orientation, national origin, religious views or disability, or otherwise unlawful, or that violates or infringes on the privacy, publicity, intellectual property, proprietary, or contractual rights of any third party;
- harm minors in any way;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload, post, transmit or otherwise make available content under secondary usernames or other aliases for the purpose to either supporting or belittling others;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content posted via any message boards, chat rooms or similar discussion forums;
- upload, post, transmit or otherwise make available any content (including text, links, communications, software, images, sounds, data or other information) 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);
- upload, post, transmit or otherwise make available any content (including text, links, communications, software, images, sounds, data or other information) that infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary rights of any party;
- upload, post, 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;

- upload, post, transmit or otherwise make available any material that contains software viruses, Trojan horses, 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;
- violate any applicable local, state, national or international law, including, but not limited to, any export or import law, regulation or restriction of the United States and its agencies or authorities; 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, or any regulations having the force of law;
- 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 the Immigration and Nationality Act and/or other applicable law;
- upload, post, transmit or otherwise make available sexually explicit images or photos;
- disrupt the normal flow of dialogue, or post comments that are not related to the topic being discussed in a message board, chat room or similar discussion forums (unless it is clear that the discussion is free form);
- “bomb” message boards, chat rooms or similar discussion forums;
- attack or “flame” other users with the apparent intent of inciting or perpetuating a conflict or argument;
- with the exception of accessing RSS feeds, you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iii) bypass any measures we may use to prevent or restrict access to the Site;
- create usernames to attack other users' identities (i.e., choosing a name almost identical for purposes of impersonation, slamming on someone through your username choice); or
- engage in any other activity deemed by NewsLadder to be in conflict with the spirit or intent of the Site and/or these Terms of Use.

You may not use the Site for any purpose that is unlawful and/or prohibited by these Terms of Use.

NewsLadder reserves the right to screen, review or monitor any Postings and to remove or refuse to remove or post any Postings in its sole discretion. NewsLadder has no liability or responsibility to users

for performance or nonperformance of such activities. In addition, if notified by a user or a third party of content that allegedly does not conform to these Terms of Use, NewsLadder may investigate the allegation and determine in its sole discretion whether to remove or request the removal of such content.

The content within the Site is based on individual opinion and experience, which may vary significantly from one person to the next. NewsLadder does not endorse or guarantee the truthfulness, accuracy or completeness of any Postings or other content on the Site and you agree that NewsLadder will not be liable for any damages incurred as a result of the submission or use of any such content. Registered Users may include hypertext links in Postings to content hosted and maintained by third parties so long as the content on such sites, if posted in the Site, would not violate these Terms of Use. NewsLadder exercises no control whatsoever over such other web sites and web-based resources and is not responsible or liable for the availability thereof or the content, advertising, products or other materials thereon. Your access to any linked sites is at your own risk. You should use your own judgment before you use any link or access any linked site.

Right to Terminate

NewsLadder reserves the right, in its sole discretion, to terminate your access to the Site, or any portion thereof, at any time, for any reason or for no reason at all, without prior notice, or any notice, and without liability. Upon such termination, you must immediately cease accessing or using the Site and agree not to re-register or otherwise make use of the Site. Furthermore, you acknowledge that NewsLadder reserves the right, in its sole discretion, to take action -- technical, legal or otherwise -- to block, nullify or deny your ability to access the Site, or any portion thereof.

Indemnity

You agree to defend, indemnify and hold harmless NewsLadder, its parent, officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation costs and attorneys' fees, arising out of or resulting from your Postings, Submissions, use of the Site or its content and/or your breach of these Terms of Use.

Conflicting Terms

NewsLadder's general web site Privacy Statement, Terms of Use, and/or any other statements, policies or agreements applicable to the use of NewsLadder's web site in general, shall not apply to this Site. To the extent they do and they differ from these terms of Use, these terms of Use shall control.

Disclaimer of Warranties and Limitation of Liability

CONTENT POSTED TO THE SITE MAY BE PROVIDED BY THIRD PARTIES OR REGISTERED USERS NOT AFFILIATED WITH NEWSLADDER. SUCH CONTENT IS THE SOLE RESPONSIBILITY OF THE PERSON ORIGINATING THAT CONTENT. NEWSLADDER DOES NOT CONTROL, AND IS NOT IN ANY WAY, RESPONSIBLE FOR SUCH CONTENT. ADDITIONALLY, YOU AGREE THAT NEWSLADDER IS NOT LIABLE FOR AND THAT YOU WILL INDEMNIFY AND HOLD NEWSLADDER, AND ITS PARENT, SUBSIDIARIES, AFFILIATES, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY CLAIM, INCLUDING COSTS AND ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF CONTENT YOU SUBMIT, POST, TRANSMIT OR MAKE AVAILABLE THROUGH THE SITE, YOUR USE OF THE SITE, YOUR VIOLATION OF THESE TERMS OF USE OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

NO REPRESENTATIONS OR WARRANTIES OR ANY KIND ARE MADE WITH RESPECT TO THE SITE, INCLUDING ANY CONTENT MADE AVAILABLE OR ACCESSED THROUGH THE SITE. THE SITE INCLUDING ANY CONTENT MADE AVAILABLE OR PROVIDED THROUGH THE SITE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. NEWSLADDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED. NEWSLADDER DOES NOT WARRANT OR GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS, USEFULNESS, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR QUALITY OF ANY CONTENT ON THE SITE, REGARDLESS OF WHO ORIGINATES THAT CONTENT. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU BEAR ALL RISKS ASSOCIATED WITH USING OR RELYING ON THAT CONTENT. NEWSLADDER WILL NOT BE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY CONTENT POSTED ON OR LINKED FROM THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN CONTENT, OR FOR ANY LOSSES OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF OR RELIANCE ON ANY CONTENT. NEWSLADDER DOES NOT WARRANT THAT THE SITE IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, OR OTHER LIMITATIONS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEWSLADDER AND ITS PARENT, AFFILIATES, SUBSIDIARIES AND THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, OR LOSS OF PROFITS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHER LEGAL THEORY AND WHETHER OR NOT NEWSLADDER AND ITS PARENT, AFFILIATES, SUBSIDIARIES AND THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Business Transitions

In the event NewsLadder goes through a business transition, such as a merger, acquisition by another company, sale of all or a portion of its assets, or reorganization or liquidation, NewsLadder reserves the right to transfer, sell or assign information concerning the Site and your use of the Site, including without limitation your personally identifiable information.

Miscellaneous

This Site is based in the Commonwealth of Massachusetts, United States of America. NewsLadder makes no claims the Site or any of the content made available on or accessed through the Site, are appropriate or may be downloaded outside of the United States. Access to the may not be legal by certain persons or in certain countries. Users that access the Site from outside of the United States do so at their own risk and are responsible for compliance with the laws of their jurisdiction. These Terms of Use are governed by Massachusetts law as applied to agreements entered into and to be performed entirely within Massachusetts, without regard to its choice of law or conflicts of law principles. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in Suffolk County, Massachusetts. No waiver of any term hereunder of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term. These Terms of Use constitute the entire agreement between you and NewsLadder with respect to the use of the Site and the subject matter hereof. Users' rights and obligations hereunder may not be transferred, assigned or delegated in any way by user. If any provision contained herein is held to be illegal or unenforceable by a court having competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from these Terms of Use if no such modification is possible, and other provisions shall remain in full force and effect. NewsLadder may provide any notices to users via e-mail. No delay or omission by NewsLadder in exercising any right under these Terms of Use will operate as a waiver of that or any other right. These Terms of Use do not limit any rights that NewsLadder may have under trade secret, trademark, copyright, patent or other laws.