

1. Definitions.

"ncr-rea.org" is the site operated by NCR REA, Inc. ("NCR REA") on the World Wide Web of the Internet, consisting of information services and content provided by NCR REA, affiliates of NCR REA and other third parties. "Subscriber" means each person who establishes or accesses a connection ("Account") for access to and use of ncr-rea.org.

2. General.

(A) This Agreement, which incorporates by reference other provisions applicable to use of ncr-rea.org, sets forth the terms and conditions that apply to use of ncr-rea.org by Subscriber. By using ncr-rea.org (other than to read this Agreement for the first time), Subscriber agrees to comply with all of the terms and conditions hereof. The right to use ncr-rea.org is personal to Subscriber and is not transferable to any other person or entity. Subscriber is responsible for all use of Subscriber's Account (under any screen name or password) and for ensuring that all use of Subscriber's Account complies fully with the provisions of this Agreement. Subscriber shall be responsible for protecting the confidentiality of Subscriber's password(s), if any.

(B) NCR REA shall have the right at any time to change or discontinue any aspect or feature of ncr-rea.org, including, but not limited to, content, hours of availability, and equipment needed for access or use.

3. Changed Terms.

NCR REA shall have the right at any time to change or modify the terms and conditions applicable to Subscriber's use of ncr-rea.org, or any part thereof, or to impose new conditions. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on ncr-rea.org, or by electronic or conventional mail, or by any other means by which Subscriber obtains notice thereof. Any use of ncr-rea.org by Subscriber after such notice shall be deemed to constitute acceptance by Subscriber of such changes, modifications or additions.

4. Equipment.

Subscriber shall be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of ncr-rea.org and all charges related thereto.

5. Subscriber Conduct.

(A) Subscriber shall use ncr-rea.org for lawful purposes only. Subscriber shall not post or transmit through ncr-rea.org any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without NCR REA's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a Subscriber that, in NCR REA's discretion, restricts or inhibits any other Subscriber from using or enjoying ncr-rea.org will not be permitted. Subscriber shall not use ncr-rea.org to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with ncr-rea.org.

(B) ncr-rea.org contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of ncr-rea.org are copyrighted as a collective work under the United States copyright laws. NCR REA owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Subscriber may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Subscriber may download copyrighted material for Subscriber's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of NCR REA and the copyright owner. In the event of any permitted copying, redistribution, or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend, or copyright notice shall be made. Subscriber acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

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(D) The foregoing provisions of Section 5 are for the benefit of NCR REA, its subsidiaries, affiliates, and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. Disclaimer of Warranty; Limitation of Liability.

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(E) IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, NCR REA, NOR ITS AFFILIATES, INFORMATION PROVIDERS, OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN ncr-rea.org, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE, OR CONSEQUENTIAL DAMAGES. NEITHER, NCR REA, NOR ITS AFFILIATES, INFORMATION PROVIDERS, NOR CONTENT PARTNERS WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY, OR COMPLETENESS OF THIS INFORMATION. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION.

7. Monitoring.

NCR REA shall have the right, but not the obligation, to monitor the content of ncr-rea.org to determine compliance with this Agreement and any operating rules established by NCR REA and to satisfy any law, regulation, or authorized government request. NCR REA shall have the right in its sole discretion to edit, refuse to post, or remove any material submitted to or posted on ncr-rea.org. Without limiting the foregoing, NCR REA shall have the right to remove any material that NCR REA, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

8. Indemnification.

Subscriber agrees to defend, indemnify, and hold harmless NCR REA, its affiliates and their respective

directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of ncr-rea.org by Subscriber or Subscriber's Account.

9. Termination.

Either NCR REA or Subscriber may terminate this Agreement at any time. Without limiting the foregoing, NCR REA shall have the right to immediately terminate Subscriber's Account in the event of any conduct by Subscriber which NCR REA, in its sole discretion, considers to be unacceptable, or in the event of any breach by Subscriber of this Agreement. The provisions of Sections 5(B), 5(C), 5(D), 6, 8, 10 and this Section 9 shall survive termination of this Agreement.

10. Trademarks.

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12. Miscellaneous.

This Agreement and any operating rules for ncr-rea.org established by NCR REA constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

13. Copyrights and Copyright Agent.

NCR REA respects the rights of all copyright holders and in this regard, NCR REA has adopted and implemented a policy that provides for the termination in appropriate circumstances of subscribers and account holders who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide NCR REA's Licensing Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the

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For copyright inquiries under the Digital Millennium Copyright Act please contact:

Copyright Agent
NCR REA, Inc.
P. O. Box 218
Germantown, OH 45327

Phone: (937) 285-0014
Email: rea@ncr-rea.org

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