

SourceIMLsm Listing Agreement

This SourceIMLsm Listing Agreement (“Agreement”), by and between _____ (“Subscriber”) and RBS Technologies, Inc. (the “Company”), owner and operator of the SourceIMLsm website, is for the listing and distribution of Subscriber’s information to visitors to the SourceIMLsm website.

1. Subscriber Information. "Subscriber Information" includes any information Subscriber provides to us or users of the Company’s website. With respect to Subscriber’s Information:

1.1 Subscriber is solely responsible for Subscriber’s Information. We act only as a passive conduit for Subscriber online distribution and publication of Subscriber’s Information. However, we may take any action, including but not limited to termination of Subscriber’s listing, with respect to such information we deem necessary or appropriate, at our sole discretion, if we believe it may create liability for us or may cause us to lose (in whole or in part) the services of our Internet service providers ("ISP") or other suppliers.

1.2 Subscriber’s Information posted on The Company’s web site shall not:

- (a) be fraudulent or involve the sale of counterfeit or stolen items;
- (b) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- (c) violate any law, statute, ordinance or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- (d) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- (e) be obscene or contain child pornography;
- (f) contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and

Furthermore, Subscriber may not post on our site or offer for sale through our site any item that, by paying to us the listing fee, could cause us to violate any applicable law, statute, ordinance or regulation.

1.3 Solely to enable the Company to use Subscriber’s Information, and so that we are not violating any rights Subscriber might have in that information, Subscriber agrees to grant Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free and sub-licensable (through multiple tiers) right to exercise the copyright and publicity rights (but no other rights) Subscriber has in Subscriber’s Information, in any media now known or not currently known, with respect to Subscriber

Information. The Company will only use Subscriber's Information in accordance with our Privacy Policy.

2. **No Warranty.** Company and Company's suppliers provide the Company web site and Company's services "as is" and without any warranty or condition, express or implied. Company and Company's suppliers specifically disclaim the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to Subscriber. This warranty gives Subscriber specific legal rights and Subscriber may also have other legal rights which vary from state to state.

3. **Limit of Liability.** In no event shall Company and Company's suppliers be liable for lost profits or any special, incidental or consequential damages (however arising, including negligence) arising out of or in connection with this agreement. Company's liability, and the liability of Company's suppliers, to Subscriber or any third parties in any circumstance is limited to the greater of (a) the amount of fees Subscriber pays to the Company in the twelve (12) months prior to the action giving rise to liability, and (b) one hundred (\$100.00) dollars. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to Subscriber.

Because the Company does not and cannot be involved in user-to-user dealings, in the event that Subscriber has a dispute with one or more users, Subscriber releases The Company (and Company's agents and employees) from claims, demand and damages (actual and consequential of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed,) arising out of or in any way connected with such disputes.

The Company is also not responsible for any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information that may be carried into Subscriber's computer systems by emails or other means initiated by users of the Company's website.

4. **General Compliance with Laws.** Subscriber shall comply with all applicable laws, statutes, ordinances and regulations regarding Subscriber's use of Company's service.

5. **No Agency.** Subscriber and The Company are independent contractors and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

6. **Notices.** Except as explicitly stated otherwise, any notices shall be given by email to The Company or to the email address Subscriber provides to The Company during the registration process (in Subscriber case), or such other address as the party shall specify. Notice shall be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, the Company may give Subscriber notice by certified mail, postage prepaid and return receipt requested, to the address provided to The Company

during the registration process. In such case, notice shall be deemed given three (3) days after the date of mailing.

7. Dispute Resolution. If a dispute arises out of or relates to this contract, or the breach of this contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to mediate this dispute with Judicial Dispute Resolution, Inc. before resorting to arbitration, the filing of a lawsuit or any other dispute resolution procedure. The Company reserves the right to seek equitable relief, including but not limited to an injunction in addition to or as an alternative to any dispute resolution, including mediation

8. General. This Agreement shall all be governed and construed in accordance with the laws of the State of Arizona. Subscriber agrees that any legal action or proceeding between the Company and Subscriber for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Arizona. Any cause of action or claim Subscriber may have with respect to the website must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. The Company's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. The Company may assign its rights and duties under this Agreement to any party at any time without notice to Subscriber.

9. Disclosures. The services hereunder are offered by RBS Technologies, Inc., 8912 E. Pinnacle Peak Road, #609, Scottsdale, AZ 85255, USA.

Subscriber: _____
By: _____
Its: _____
Date: _____

RBS TECHNOLOGIES, INC.
By: _____
Its: _____
Date: _____