



Global Trade Registration Form

Powered by Davis Business Solutions, Inc.

Registration Form to:
Davis Business Solutions, Inc.
 825 Village Quarter Road, #C
 West Dundee, IL 60118
 Registration@davisware.com
 847-426-6000(T) 847-426-6027(F)



* One form is required for each location or warehouse that you wish to post.

Company Name: _____

Site Address: _____ **City** _____ **St** _____ **Zip** _____

Site Contact Information:

	First Name / Last Name	Email Address	Contact Phone #
Registrant Contact			
Technical Contact			
Accounts Payable Contact			

Membership Level (Check One):

Type	Annual Fee	Listing Max	Tech Support Calls	Check One
Basic Membership	NO CHARGE	50	0	
Gold Membership	\$ 1200	NONE	2	

Credit Card Information

(REQUIRED FOR BOTH MEMBERSHIPS, BUT ONLY CHARGED IF GOLD MEMBERSHIP IS SELECTED OR UPGRADED TO).

Card Type	Name on Card	Card Number	Expiration	CSV#
Visa MC			/ /	

I understand that by registering for either membership, automatic renewal of the membership occurs, unless specifically cancelled in writing 30 days prior to the expiration. I also understand that if I register for the Basic Membership and exceed the 50 part number listing, I will be automatically upgraded to a Gold Membership and billed the annual membership fee. I authorize these charges to the above credit card account. Additionally, I agree to the following Terms & Conditions for Membership.

 Customer Authorized Signature

 Title

 Date

THE FOLLOWING DESCRIBES THE TERMS AND CONDITIONS ON WHICH GLOBALTRADE™ OFFERS YOU ACCESS TO OUR WEBSITE **PLEASE READ TERMS AND CONDITIONS CAREFULLY.** We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions ("Terms") at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of the Term at:

<http://www.davisware.com/GlobalTradeTerms>

1. Description of GlobalTrade™ Services. Davis Business Solutions, Inc. through its GlobalTrade™ division (hereinafter referred to as "DBS" or "GlobalTrade") provides a website/search engine for members of the Commercial Food Equipment Services Association (CFESA) pursuant to a contract with CFESA. One must be a member of CFESA in order to register for and use this exchange, for sellers to list items for sale and for buyers to list items they wish to purchase. DBS's trademark and/or its database contain material licensed or have been granted permission to use as a resource for business access. Copyright and trademark laws protect DBS's trademarks and copyrights. DBS may also provide advertisers the ability to advertise. DBS denies and disclaims any and all responsibility and liability for any and all information supplied by its members and/or visitors; and information you may obtain from its business exchange data bases. GlobalTrade is not responsible for activities (legal or illegal) of individuals/companies using or linked to this site. Accuracy, copyright compliance, trademark compliance, legality or decency of or material contained in third party companies listings on the GlobalTrade databases. Technical inaccuracies or typographical errors may be changed or updated without notice. We are not involved in the actual transaction between said buyers and sellers. Therefore, we have no control over the quality or safety of the items offered for sale, the truth or accuracy of the listings or descriptions of items, or the ability of the sellers to sell items or the buyers to purchase items. We do not control whether sellers will complete the sale of an item they have offered for sale or whether buyers will complete the purchase of an item they have bid on. We attempt to provide, but do not guarantee,

continuous, uninterrupted, secure access to our services, and operation of our site may be interfered with by factors outside our control. We encourage sellers and buyers to use the arbitration process provided by third party credit card providers and/or PayPal®.

2. Links to Other Websites. DBS provides links to third-party websites, such as those of our business associates, advertisers, and CFESA. While on these sites, DBS does not assume responsibility for the accuracy or appropriateness of the information contained at such sites or endorse the viewpoints, products or services offered at such sites. Because DBS does not control the information policies or practices of these third parties, you should review their privacy policies and terms and conditions. Any mention of another individual, business, dealer, advertiser or company or its products or services on GlobalTrade should not be construed as an endorsement of that party or its products or services.

3. A. Trademarks, and Copyrights. GlobalTrade respects the rights of others, (including the intellectual property rights), and we ask our users to do the same. GlobalTrade may, in appropriate circumstances and in its sole discretion, terminate the accounts of users that infringe or otherwise violate our rights or such rights of others. All contents of this Web site are: Copyright © Davis Business Solutions, Inc., 825 Village Quarter Road, Building C, West Dundee, Illinois 60118, U.S.A. All rights reserved. Names of products and/or services referenced herein are trademarks or registered trademarks of their respective owners. The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of DBS. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of DBS, and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. Although GlobalTrade does not claim ownership of content that its users post, by posting Content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to DBS an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicensees (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the Service, you automatically grant DBS all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service by any party for any purpose. **3. B. Content.** You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item ("Item") of Content that you post, email or otherwise make available via the Service. You understand that neither DBS nor CFESA control, and is not responsible for Content made available through the Service, and that by using the Service, you may be exposed to Content that is offensive, inaccurate, misleading, or otherwise objectionable. Furthermore, the GlobalTrade site and Content available through the Service may contain links to other websites, which are completely independent of DBS. DBS makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will DBS be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that DBS does not pre-screen or approve Content, but that DBS shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the Terms or for any other reason. **3. C. Third Party Content, Sites, and Services.** The DBS site and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of DBS, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that DBS shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that DBS is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release DBS, CFESA, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

3. D. Notification of Claims of Infringement of Your Intellectual Property. 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 notify DBS's Legal Department for notice of claims of copyright or other intellectual property infringement ("Agent"), at abuse@davissoftware.com or: Legal Department Davis Business Solutions, Inc. 825 Village Quarter Road, Building C West Dundee, Illinois 60118, U.S.A. Please provide our Legal Department with the following information: 1) Identify the material on the GlobalTrade site that you claim is infringing, with enough detail so that we may locate it on the website; 2) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; 3) A statement by you declaring under penalty of perjury that (1) the above information in your Notice is accurate, and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner; 4) Your address, telephone number, and email address; and 5) Your physical or electronic signature. DBS will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act (DMCA) and subject to DBS's discretion.

4. No Warranties. YOU AGREE THAT USE OF THE GlobalTrade SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE GlobalTrade SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, DBS and/or CFESA DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE Global Trade SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, DBS and/or CFESA DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE GlobalTrade SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE GlobalTrade SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, DBS and/or CFESA DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE GlobalTrade SITE OR THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

5. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, SHALL GlobalTrade or CFESA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES WHATSOEVER AND HOWSOEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE OR IN RELIANCE ON THE INFORMATION AVAILABLE ON THE SITE, INCLUDING ANY PERSONAL INJURY, BUSINESS INTERRUPTION, LOSS OF USE, LOST DATA, LOST PROFITS OR ANY OTHER PECUNIARY LOSS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF GlobalTrade IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL GLOBALTRADE AND/OR CFESA BE LIABLE FOR MORE THAN THE COST OF YOUR USING THIS SERVICE ON A MONTHLY BASIS. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

6. Release. GlobalTrade and/or CFESA are not and cannot be involved in seller and buyer transactions. In the event that you have a dispute with one or more sellers or buyers, you release GlobalTrade, CFESA and its agents and employees from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with such disputes. Neither GlobalTrade nor CFESA can and nor tries to control the information provided by users of GlobalTrade made available through this system. Therefore, we urge you to use caution and take whatever steps you deem necessary to protect yourself when using this service or site, or entering into a transaction with another user.

7. Indemnity. You agree to defend, indemnify and hold GlobalTrade and CFESA harmless from and against any and all claims or resulting losses, liabilities, expenses and costs, including attorneys' fees and legal defense costs, arising out of, relating to, or to the extent caused by your negligence or misconduct in connection with the use or misuse of the GlobalTrade site and service and/or the Terms.

8. A. Conduct. You agree not to post, email, or otherwise make available Content: 1) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way; 2) that is pornographic; 3) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; 4) that impersonates any person or entity, including, but not limited to, a DBS employee, or falsely states or otherwise misrepresents your affiliation with a person or entity; 5) that includes personal or identifying information about another person without that person's explicit consent; 6) that is false, deceptive, misleading, deceitful, mis-informative, or constitutes "bait and switch"; 7) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships; 8) that constitutes or contains "affiliate marketing," "link referral code", "junk mail", "spam", "chain letters," "pyramid schemes," or unsolicited commercial advertisement; 9) that constitutes or contains any form of advertising or solicitation if: posted in areas of the GlobalTrade site which is not designated for such purposes; or emailed to DBS's users who have not indicated in writing that it is ok to contact them about other services, products or commercial interests; 10) that includes links to commercial services or web sites, except as allowed in "services"; 11) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by Illinois law; 12) 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; 13) that disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or 14) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service. Additionally, you agree not to: 15) contact anyone who has asked not to be contacted 16) "stalk" or otherwise harass anyone; 17) collect personal data about other users for commercial or unlawful purposes; 18) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service - unless expressly permitted by DBS; 19) post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure; 20) post the same item or service in more than one classified category or forum; 21) attempt to gain unauthorized access to DBS's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the GlobalTrade website; or 22) use any form of automated device or computer program ("flagging tool") that enables the use of DBS's "flagging system" or other community moderation systems without each flag being manually entered by the person

that initiates the flag (an "automated flagging device"), or use the flagging tool to remove posts of competitors, or to remove posts without a good faith belief that the post being flagged violates these Terms;

8. B. Posting Agent. A "Posting Agent" is a third-party agent, service, or intermediary that offers to post Content to the Service on behalf of others. To moderate demands on DBS's resources, you may not

use a Posting Agent to post Content to the Service without express permission or license from DBS. Correspondingly, Posting Agents are not permitted to post Content on behalf of others, to cause Content to be so posted, or otherwise access the Service to facilitate posting Content on behalf of others, except with express permission or license from DBS. 8.C. **No Spam.** You understand and agree that sending unsolicited email advertisements to DBS's email addresses or through DBS's computer systems, which is expressly prohibited by these Terms, will use or cause to be used servers located in Illinois. Any unauthorized use of DBS's computer systems is a violation of these Terms and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. Â§ 1030 et seq.). Such violations may subject the sender and his or her agents to civil and criminal penalties. 8.D. **Paid Postings or Advertisement.** We may charge a fee to post Content in some areas of the Service. The fee is an access fee permitting Content to be posted in a designated area. Each party posting Content to the Service is responsible for said Content and compliance with the Terms. All fees paid will be non-refundable in the event that Content is removed from the Service for violating the Terms. 8.E. **Limitations on Service.** You acknowledge that DBS may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that DBS has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that DBS reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that DBS shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

9. Privacy Statement. At GlobalTrade, we respect and protect the privacy of our customers and those who use our websites. The following Privacy Statement provides details about how your personal information is collected and used. **9.A. Information Collection and Use.** GlobalTrade is the sole owner of information collected on this site. We will not sell, share, or rent this information to others in ways different from what is disclosed in this statement. GlobalTrade collects information from our users at several different points on our website. Our websites may offer multiple opportunities for visitors to register for advertising, promotional and informational mailings, placing ads, becoming a resource and a member. These registration forms are often linked to the GlobalTrade mailing lists and require users to give contact information (such as name and email address). We use this contact information to send users information about DBS 's other products, software and services if requested or necessary. Users may opt-out of receiving future mailings at any time (see the choice/opt-out section below). **9.B. Sharing and Usage.** We will never share, sell, or rent your personal information with third parties for their promotional use. Occasionally, we enter into contracts with third parties so that they can assist us in servicing you (for example, providing customer service). The contracts prohibit them from using any of your personal information for their own purposes, and they are required to maintain the confidentiality of the information we provide to them. We may disclose or report personal information in limited circumstances where we believe in good faith that disclosure is required under the law. For example, we may be required to disclose personal information to cooperate with regulators or law enforcement authorities, to comply with a legal process such as court order, subpoena, search warrant, or law enforcement request. **9.C. Use of Web Technologies.** We are committed to your right to privacy and to keeping your personal information private. We do not collect or use any personal information on visitors to our website through the use of cookies or other software/hardware techniques. To better understand our visitors, our web host provides us with certain server statistics. We look at the number of hits the site receives. We also keep track of the domains from which this site is accessed, the top 20 organizations/ISPs that are used to connect to this site and the top 20 referrers (the last page you were on before you connected to this site). When we send you emails, we may set a single-pixel GIFs which are invisible graphical images, to allow us to determine the number of people who open our emails. When you click on a link in an email, we record this individual response to allow us to customize our offerings to you. **9.D. Links.** Some of our sites provide links to third-party websites, such as those of our business partners and online advertisers. While on these sites, DBS will not collect information about you. Because the DBS does not control the information policies or practices of these third parties, you should review their privacy policies to learn more about how they collect and use personally identifiable information. **9.E. Security.** We take every precaution to protect the confidentiality and security of your personal information by using industry-recognized security safeguards such as firewalls, coupled with carefully developed security procedures to protect your information from loss, misuse or unauthorized alteration. When we ask for sensitive information, such as credit card numbers, we protect it through the use of encryption during transmission, such as the Secure Socket Layer (SSL) protocol. DBS takes care to reinforce the importance of our website visitors' security and privacy among our employees. Our employees are trained and required to safeguard your information and, using physical, electronic and procedural safeguards, we restrict access to personal information to those employees and agents for business purposes only. **9.F. Choice/Opt-out.** DBS provides users the opportunity to opt-in, opt-out or change preferences via a link in the footer of most email messages. These options are made available when you sign-up for our email lists and in email messages delivered from our company. Alternatively, you may email us at support@davisware.com. Some communications (e.g. important account notifications and billing information) are necessary for all DBS customers. You must cancel your DBS account to unsubscribe from these communications. To cancel your DBS account, please email us at support@GlobalTrade.com. **9.G. Notification of Changes.** If we decide to change our privacy policy, we will post those changes on the GlobalTrade Website. So our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

10. Access to the Service. DBS grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include: (a) access to the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by DBS. A limited exception to (b) is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engine" does not include a website or search engine or other service that specializes in classified listings or in any subset of classified listings such as jobs, housing, for sale, services, or personals, or which is in the business of providing classified ad listing services. DBS permits you to display on your website, or create a hyperlink on your website to, individual postings on the Service so long as such use is for commercial and/or news reporting purposes only (e.g., for use in personal web blogs or personal online media). If the total number of such postings displayed or linked to on your website exceeds one hundred (100) postings, your use will be presumed to be in violation of the Terms, absent express permission granted by DBS to do so. You may also create a hyperlink to the home page of GlobalTrade sites so long as the link does not portray DBS, its employees, or its affiliates in a false, misleading, derogatory, or otherwise offensive matter. Use of the Service beyond the scope of authorized access granted to you by DBS immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from DBS.

11. Termination of Service. You agree that DBS, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if DBS believes that you have acted inconsistently with the letter or spirit of the Terms. Further, you agree that DBS shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination. Sections 2,3,4,5,6,7 and 12-14 shall survive termination of the Terms.

12. GENERAL. This agreement is governed by the laws of the State of Illinois, U.S.A. You hereby consent to the exclusive jurisdiction and venue of courts in Kane County, Geneva, U.S.A. in all disputes arising out of or relating to the use of this Web site. Use of this Web site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and DBS and/or CFESA, as a result of this agreement or use of this Web site. DBS and/or CFESA performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of DBS and/or CFESA's right to comply with law enforcement requests or requirements relating to your use of this Web site or information provided to or gathered by DBS and/or CFESA, with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. This agreement constitutes the entire agreement between the user and DBS and/or CFESA with respect to this Web site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and DBS and/or CFESA with respect to this Web site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The failure of DBS to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. 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 Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. Any rights not expressly granted herein are reserved.

13. Violations of Terms and Liquidated Damages. Please report any violations of the Terms, by flagging the posting(s) for review, or by emailing to: abuse@davisware.com. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for DBS to pursue legal action to enforce these Terms, you will be liable to pay DBS the following amounts as liquidated damages, which you accept as reasonable estimates of DBS's damages for the specified breaches of these Terms: 1) If you post a message that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about another person without that person's explicit consent, you agree to pay DBS one thousand dollars (\$1,000) for each such message. This provision does not apply to Content that constitutes lawful non-deceptive parody of public figures. 2) If DBS establishes limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay DBS one hundred dollars (\$100) for each message posted in excess of such limits or for each day on which you access GlobalTrade in excess of such limits, whichever is higher. 3) If you send unsolicited email advertisements to DBS email addresses or through DBS computer systems, you agree to pay DBS twenty five dollars (\$25) for each such email. 4) If you post Content in violation of the Terms, other than as described above, you agree to pay DBS one hundred dollars (\$100) for each Item of Content posted. In its sole discretion, DBS may elect to issue a warning before assessing damages. 5) If you are a Posting Agent that uses the Service in violation of the Terms in addition to any liquidated damages under clause (d), you agree to pay DBS one hundred dollars (\$100) for each and every Item you post on in violation of the Terms. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service (the "Principal"), and the Principal (by engaging the Posting Agent in violation of the Terms) agrees to pay DBS an additional one hundred dollars (\$100) for each Item posted by the Posting Agent on behalf of the Principal in violation of the Terms. 6) If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without DBS's express written permission, you agree to pay DBS three thousand dollars (\$3,000) for each day on which you engage in such conduct. Otherwise, you agree to pay DBS's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms, DBS retains the right to seek the remedy of specific performance of any term contained in

these Terms, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof. **14. Feedback.** We welcome your questions and comments on this document in the DBS feedback forum :<http://forums.davisware.com>.