

WEB SERVICE USER AGREEMENT

This Agreement is between Decision Commerce Group, LLC (DCG), a limited liability company organized and existing under the laws of the State of Ohio, and the user of a DCG web site ("User").

By accessing and using information and services published on or through this web site, you accept and agree to be bound by the terms and provision of this Agreement. **Any participation in these services will constitute acceptance of this Agreement.** If you do not agree to abide by the above, please do not use these services.

The parties mutually agree as follows:

1. Privacy of User Information

DCG collects your billing information when you use a web site service, including name, organization, mailing address, and email address. This billing information is used to prepare invoices when you use a service through our web site and to validate client subscriptions. No User payments are processed on this web site, nor is any User payment information stored on the web server.

We will not sell, share, rent, or disclose your billing information to any third party unless (1) you have authorized us to do so; (2) we are legally required to do so, for example, in response to a subpoena, court order or other legal process; (3) we need to hire a third party to collect delinquent payments for services purchased by the User; and/or (4) it is necessary to protect our property rights related to this web site.

Any emails sent by DCG to your email address will only be in connection with the provision of agreed services and products; we will not use your email address for unsolicited mail.

Some client web sites may require a username and password to access. To protect clients, we will employ SSL technology to encrypt transmitted usernames and passwords.

2. Accuracy of Web Site Information

DCG agrees to provide a high standard of professional services on a best efforts basis regarding information made available via the web site. Given that DCG relies on many third party data sources for the information provided via the web site, DCG shall not be liable for the accuracy, usefulness or availability of any information transmitted or made available via the site, and shall not be responsible or liable for any error or omissions in that information.

3. Fees and Payment Terms

User agrees to pay DCG for services received through the web site. All payments are due upon receipt of invoice. Forms of payment include bank checks, credit cards, and Paypal accounts. Refunds for early termination of subscription services are pro-rated based on months remaining in the subscription term.

4. Intellectual Property

The web site and its original content, features, and functionality are owned by DCG and are protected by copyright, trade secret, and other relevant intellectual property or proprietary rights laws.

5. Notification of Changes

The company reserves the right to change this Agreement from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to this Agreement, we will announce that these changes have been made on web application pages on our site and on the home page of each client site.

6. Indemnification

User hereby agrees to indemnify and save harmless DCG, its agents, and employees against all liability, obligations, claims, loss, and expense that result from the use of services received under this Agreement.

7. Warranty

DCG makes no warranty or guarantee, express or implied, including without limitation warranties of fitness for a particular purpose or merchantability, for any report, design, item, or service or other result to be delivered under this Agreement. User assumes responsibility for its use, misuse, or inability to use the results of the services delivered under this Agreement, and in no event shall DCG have any liability for damages, including but not limited to any direct, indirect, incidental, or consequential damages, arising from or in connection with this Agreement.

8. Compliance with Laws

DCG shall fully comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. This Agreement is governed by the laws of the State of Ohio, which laws are incorporated herein by reference.

9. Assignment

DCG may assign any of its rights or responsibilities under this Agreement without prior written approval of User.