

TERMS AND CONDITIONS OF USE OF MINDJET.COM

LAST UPDATED MARCH 2008

NOTICE: By clicking that you accept these Terms and Conditions of Use of Mindjet.com, you form a legally binding contract between you, the end user, and the following entity that is applicable to the jurisdiction in which you are located:

- If you are located in Europe (other than the UK, Ireland Isle of Man and Jersey), the Middle East or Africa: Mindjet GmbH
- If you are located in the UK, Ireland, Isle of Man or Jersey: Mindjet (UK) Ltd.
- If you are located in Japan: Mindjet K.K.
- If you are located anywhere else, including the United States: Mindjet LLC

(collectively, "*Mindjet*").

Mindjet reserves the right to change, modify, add, or remove portions of these terms at any time. You agree to check these Terms and Conditions of Use of Mindjet.com (these "**Terms**") periodically for changes. Your continued use of the Web Site following the posting of changes to these terms, including the Privacy Policy, will mean you accept those changes. You represent and warrant to Mindjet that you will fully comply with these Terms and Conditions of Use of Mindjet.com and the Mindjet Privacy Policy. The Mindjet.com website (the "**Site**") is owned and operated by Mindjet. If you do not agree to the terms outlined in these Terms, please do not use the Site.

Our **Privacy Policy** outlines our policy to respect the privacy of users. Please be sure to read our Privacy Policy.

Rights and Restrictions on Use. You shall use the Site for lawful purposes only. You shall not post or transmit through the site any material that (i) violates or infringes in any way upon the rights of others, (ii) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, or (iii) encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law. You are prohibited from using this site to facilitate mail abuse or unsolicited email of any type (spam). You further agree that you will not use the Site to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods or services. We reserve the right to refuse service to users for any reason. We may alter, suspend or discontinue any aspect of the Site at any time, including the availability of any feature or content. We may also impose limitations on certain features and aspects of the Site or restrict access to all parts of the Site without notice or liability.

Forums. We do not guarantee that we will edit or delete posts. We do not actively monitor the contents of posted messages and are not responsible for any message posted. Posted messages express the views of the author of the message, not the views of Mindjet. Any user who feels that a posted message is objectionable is encouraged to contact us immediately by email at info@mindjet.com. We reserve the right to reveal your identity (or whatever information we know about you) if a complaint or legal action arises from your behavior.

Submissions to Map Library. Any information submitted to Mindjet will be deemed NOT CONFIDENTIAL. By Posting a submission you warrant and represent that you own or otherwise control all of the rights to your submission as described in these Terms including, without limitation, all the rights necessary for you to provide, post, upload, input or submit your submissions. Unless otherwise specified, Mindjet does not claim ownership of your submissions. However, by posting, uploading, inputting, providing or submitting ("**Posting**") your submission you are granting Mindjet permission to use your submission in connection with the operation of its businesses. You grant Mindjet an unrestricted, irrevocable license to display, use, modify, perform, reproduce, transmit, and distribute any information you send Mindjet, for any and all commercial and non-commercial purposes.

In addition to the warranty and representation set forth above, by Posting a submission, you warrant and represent that (a) you are the copyright owner of your submission or you have the permission of the copyright owner and (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms. By Posting your submission, you are granting to the general public permission to use your submission, without limitation, by granting a non-exclusive, world-wide, royalty-free license to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, translate and reformat your submission.

You acknowledge that Mindjet is not responsible for the accuracy of any submissions. All submissions, whether publicly posted or privately transmitted, are the sole responsibility of the persons from whom such submissions originated. This means that you, and not Mindjet, are entirely responsible for all submissions that you Post to the Site. You are prohibited from Posting any libelous, obscene, defamatory, pornographic, or other materials that would

violate any laws. However, if such communications do occur, Mindjet will have no liability related to such submissions. You understand that by using the Site, you may be exposed to submissions from others that are offensive, indecent or objectionable.

You further acknowledge that Mindjet does not pre-screen submissions, but that Mindjet has the right in its sole discretion to block or restrict access to or the availability of, or to disable, any submissions that are available via the Web Site. Without limiting the foregoing, Mindjet may disable or restrict access to or the availability of any submission that violates these Terms or which is otherwise objectionable. You must evaluate and bear all risks associated with the use of any submission, including any reliance on the accuracy, completeness, or usefulness of such submission.

Copyright Infringement. Mindjet will investigate notices of copyright infringement and take appropriate actions under applicable local law including, in the United States, the Digital Millennium Copyright Act. Written notification of claimed copyright infringement must be submitted to one of the following:

If you reside in Europe, the Middle East or Africa (including the UK):

Mindjet GmbH
Siemensstrasse 30
63755 Alzenau
Germany
Ph +49 (0) 6023 - 96 45 250
legal@mindjet.com

If you reside anywhere else:

Mindjet LLC
Koshland Building
1160 Battery Street East, 4th Floor
San Francisco, CA 94111, USA
legal@mindjet.com
Tel: +1 (415) 229-4200

To be effective, the notification must include the following:

- (i) An electronic or physical signature of the copyright owner or the person authorized to act on its behalf;
- (ii) A description of the copyrighted work claimed to have been infringed;
- (iii) A description of the location of the infringing material and information reasonably sufficient to permit Mindjet to locate the material;
- (iv) Your contact information, including your address, telephone number, and email address;
- (v) A statement by you that you have 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
- (vi) A statement that the information in the notification is accurate, and, under the penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Unsolicited Ideas. MINDJET OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS. PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO MINDJET OR ANYONE AT MINDJET. IF, DESPITE THIS REQUEST, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT MINDJET MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

LINKING SITES. Links in the Site may let you leave the Site. Linked sites are not under our control and we are not responsible for the content available there. We are providing these links to other websites as a convenience to you, and access to any other website linked to the Site is visited at your own risk. The inclusion of a link on the Site does not imply a recommendation or endorsement by us of the linked website. This includes all affiliates. Please refer to the terms of use and privacy policy for each site visited.

DISCLAIMER OF WARRANTIES. THE MATERIALS AND THE INFORMATION OFFERED ON AND IN THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT YOUR ACCEPTANCE AND USE OF THE SITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MINDJET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATED TO THE USE OF THE SITE. MINDJET DOES NOT WARRANT THAT THE SITE, COMPUTER SYSTEMS OR SOFTWARE WILL BE

UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT MINDJET) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

FURTHERMORE, MINDJET DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE MATERIALS, GOODS, CONTENT OR SERVICES POSTED EITHER BY MINDJET, ITS ADVERTISING PARTNERS (AFFILIATES) OR ADVERTISED ON THE SITE. AS A SERVICE TO YOU, WE MAY PROVIDE ACCESS TO THIRD PARTY AFFILIATES AND ASK THAT YOU REVIEW THEIR COMPANY POLICIES, INCLUDING BUT NOT LIMITED TO THEIR TERMS OF USE AND PRIVACY POLICY. YOU AGREE THAT NEITHER MINDJET NOR ITS AFFILIATED OR RELATED ENTITIES, ARE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM ANY PRODUCT, INFORMATION OR OPINIONS PROVIDED ON AND THROUGH THE SITE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MINDJET FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, DEMANDS AND LIABILITIES, INCLUDING ATTORNEY'S FEES, THAT DIRECTLY OR INDIRECTLY ARISE FROM, RELATE TO, OR RESULT FROM USE OF THE SITE OR ANY SERVICE PROVIDED BY MINDJET. THE ENTIRE LIABILITY OF MINDJET, ITS OFFICERS, CLIENTS, PROVIDERS, AND AUTHORIZED AGENTS AND YOUR EXCLUSIVE REMEDY SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE UP TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU OR U.S. \$5. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

Intellectual Property and Copyright Notice. This site is controlled and operated by Mindjet. Our proprietary software, and our materials on the Site, including, but not limited to, images, text, illustrations, audio, video files and the selection, coordination and arrangement of such materials (collectively "**Intellectual Property**"), are protected by copyrights, trademarks, service marks, or other proprietary rights which are either owned by our Web Site or owned by other parties who have licensed their intellectual property to us, and all other trademarks, service marks, and trade names used on the site are the property of their respective owners. We authorize you to download one temporary copy of parts or all of the Intellectual Property to a single computer for purposes of viewing and browsing the Intellectual Property, except where otherwise specified. Except as expressly authorized herein, material from the Site and from any other website owned, operated, controlled, or licensed by Mindjet may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Use or modification of our Intellectual Property in any form, including but not limited to use on any other website or networked computer environment, without express written authorization is a violation of our copyrights and other proprietary rights and is strictly prohibited.

Minors. Mindjet does not knowingly collect information from anyone under the age of 16. This site is directed at those who are over the age of 18. If someone is under the age of 18, they should only use this site under the supervision of an adult.

Indemnification. You agree to indemnify Mindjet and its officers, directors, employees, agents, distributors and affiliates from and against any and all third party claims, demands, liabilities, costs, or expenses, including reasonable attorney's fees, resulting from your breach of any of the provisions of these Terms.

Notice. Any notices required or permitted to be given under these Terms shall be directed to:

If you reside in Europe, the Middle East or Africa (including the UK):

Mindjet GmbH
Siemensstrasse 30
63755 Alzenau
Germany
Ph +49 (0) 6023 - 96 45 250
legal@mindjet.com

If you reside anywhere else:

Mindjet LLC
Koshland Building
1160 Battery Street East, 4th Floor
San Francisco, CA 94111, USA
legal@mindjet.com
Tel: +1 (415) 229-4200

Choice of Law and Jurisdictional Issues. If you reside in the United Kingdom, Ireland, Isle of Man or Jersey, these Terms shall be governed by the laws of the United Kingdom, without giving effect to any principles of conflicts of law. If you reside in Europe, the Middle East or Africa (excluding the UK, Ireland, Isle of Man and Jersey), these Terms shall be governed by the laws of Germany, without giving effect to any principles of conflicts of law. If you reside anywhere else, these Terms shall be governed by the laws of the State of California (USA), without giving effect to any principles of conflicts of law. If you are an individual, the laws of your country of legal residence will apply.

Assignment and Succession. Notwithstanding any other provision of these Terms, Mindjet, its successors and assigns may fully enforce any term or provision of these Terms, and all rights and benefits shall inure to such successors and assigns, with or without prior notice.

These Terms and Conditions of Use of Mindjet.com, including the Privacy Policy referenced herein, can change at any time without notice. It is your responsibility of the user to review these Terms and the Privacy Policy, both of which are available at www.mindjet.com.

© Mindjet LLC 2008