

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. BY USING THIS SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THIS SITE.

1. General. This site is owned and operated by Allen Organ Company LLC (referred to as "AOC"). AOC has the right at any time to change or discontinue any aspect or feature of the site, including, without limitation, the content, hours of availability, and equipment needed for access or use of the site.
2. Equipment. You shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the site and all charges related thereto.
3. Restrictions on Use.
 - A. You shall use the site for lawful purposes only. You shall not post or transmit through the site 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, gives rise to civil liability or otherwise violate any law. Without AOC's express prior approval, you shall not post or transmit through the site any material which contains advertising or any solicitation with respect to products or services. You shall not use the site to advertise or perform any commercial solicitation, including, without limitation, the solicitation of users to become subscribers of other on-line information services competitive with the site. Any conduct by you that in AOC's discretion restricts or inhibits any other user from using or enjoying the site will not be permitted.
 - B. The site contains copyrighted material, trademarks and other proprietary information, including, without limitation, text, software, photos, video, graphics, music and sound, and the contents of the site are copyrighted under the United States copyright laws. You may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. 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 written permission of AOC 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 and no ownership rights shall be transferred.
 - C. You shall not e-mail, upload, post or otherwise make available on the site any material protected by the copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. Subject to AOC's policies regarding privacy, any e-mails, notes, message/billboard/forum postings, ideas, suggestions, concepts or other material submitted will be treated as non-confidential and non-proprietary and will become the property of AOC throughout the universe. By submitting material to AOC, you automatically grant, or warrant that the owner of such material has expressly granted AOC the royalty-free, worldwide, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, display, translate and distribute such material (in whole or in part) and/or to incorporate it in other works in any form, media or technology now known or hereafter developed. You also permit any other user of the site to access, view, store or reproduce the material for that user's personal use. You grant AOC the right to edit, copy, display, publish and distribute any materials made available on the site by you.
 - D. The foregoing provisions of Section 3 are for the benefit of AOC, 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.
4. Disclaimer of Warranty; Limitation of Liability.
 - A. YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER AOC, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR FROM THE INFORMATION CONTAINED THEREIN, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SITE.

- B. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE SITE.
 - C. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THIS SITE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR (INCLUDING STRICT LIABILITY), NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, TO THE FULLEST EXTENT PERMISSIBLE BY LAW. THIS DOES NOT AFFECT ANY STATUTORY RIGHTS WHICH MAY NOT BE DISCLAIMED. YOU SPECIFICALLY ACKNOWLEDGE THAT AOC IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES OVER WHICH IT HAS NO CONTROL.
 - D. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL AOC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE. THIS DOES NOT AFFECT ANY STATUTORY RIGHTS WHICH MAY NOT BE DISCLAIMED.
5. Monitoring. AOC shall have the right in its sole discretion to refuse to post or remove any material submitted to or posted on the site. Without limiting the foregoing, AOC shall have the right to remove any material that AOC, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.
 6. Indemnification. You agree to defend, indemnify and hold harmless AOC and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of your use of the site.
 7. Trademarks. AOC its logos are trademarks of AOC LLC. All rights reserved. All other trademarks appearing on the site are the property of their respective owners.
 8. Third Party Content. AOC is not a publisher of content supplied by third parties and users of the site. Accordingly, AOC has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers and users, are those of the respective author(s) or distributor(s) and not of AOC. In many instances, the content available through the site represents the opinions and judgments of the respective information provider or user. AOC neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the site by anyone other than authorized AOC employee spokespersons while acting in their official capacities.
 9. Viruses. AOC also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site.
 10. Export Control. Software and other materials from this Site may also be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No software from this Site may be downloaded or exported (1) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (2) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. AOC does not authorize the downloading or exportation of any software or technical data from this Site to any jurisdiction prohibited by the United States Export Laws.
 11. Business Associates. The business associates of AOC identified on this Site are independent contractors of AOC. The business associates are not joint venturers or partners of AOC. No employee or representative of the business associates is under the control of AOC.
 12. Changed Terms. AOC has the right at any time to change or modify the terms and conditions applicable to use of the site, or any part thereof, or to impose new conditions, including, without limitation, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means including, without limitation, posting on the site, or by electronic or

conventional mail, or by any other means. Any use of the site by you after such notice shall be deemed to constitute acceptance of such changes, modifications, additions or deletions.

13. Miscellaneous. These terms of use 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. These terms of use shall be construed in accordance with the laws of the State of Massachusetts, without regard to its conflict of laws rules. You hereby consent to the personal jurisdiction of the State of Massachusetts, acknowledge that venue is proper in any state or Federal court in the State of Massachusetts, agree that any action related to these terms of use must be brought in a state or Federal court in the State of Massachusetts, and waive any objection that may exist, now or in the future, with respect to any of the foregoing. 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.
14. The AOC Web site incorporates links to other Web sites. AOC does not in any way endorse, nor is it responsible for, the content on those other Web sites.

<http://www.allenorgan.com>