

Phystecs™ website Terms of Use Agreement

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Welcome to the Terms of Use Agreement for Phystecs™. This agreement describes the terms and conditions for use of the Phystecs™ website between Phystecs Enterprises Inc. ("Phystecs") and you (either an individual or a legal entity that you represent as an authorized employee or agent) ("User"). In order to become a Phystecs™ website user, you must read and accept all of the terms and conditions of this agreement ("Agreement"). BY ENTERING PHYSTECSTM WEBSITE YOU ARE STATING YOU AGREE

TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THIS AGREEMENT. Phystecs reserves the right to modify this Agreement at any time, and without prior notice, by posting amended terms on this website. Your continued use of the Site indicates your acceptance of the amended Agreement.

AGREEMENT BETWEEN USER AND PHYSTECSTM

The Phystecs Web Site is comprised of various Web pages operated by Phystecs. The Phystecs Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Phystecs Web Site constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

Phystecs reserves the right to change the terms, conditions, and notices under which the Phystecs Web Site is offered, including but not limited to the charges associated with the use of the Phystecs Web Site.

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The Phystecs Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Phystecs and Phystecs is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Phystecs

is not responsible for webcasting or any other form of transmission received from any Linked Site.

Phystecs is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Phystecs of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Phystecs Web Site, you warrant to Phystecs that you will not use the Phystecs Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

You may not use the Phystecs Web Site in any manner which could damage, disable, overburden, or impair the Phystecs Web Site or interfere with any other party's use and enjoyment of the Phystecs Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Phystecs Web Sites.

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The Phystecs Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Phystecs has no obligation to monitor the Communication Services. However, Phystecs reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Phystecs reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Phystecs reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Phystecs's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Phystecs does not control or endorse the content, messages or information found in any Communication Service and, therefore, Phystecs specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Phystecs spokespersons, and their views do not necessarily reflect those of Phystecs. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

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SERVICE CONTACT: contact@Phystecs.com

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Phystecs reserves the right, in its sole discretion, to terminate your access to the Phystecs Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Lake County, Georgia, U.S.A. in all disputes arising out of or relating to the use of the Phystecs Web Site. Use of the Phystecs 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 Phystecs as a result of this agreement or use of the Phystecs Web Site.

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provided to or gathered by Phystecs 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. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Phystecs with respect to the Phystecs Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Phystecs with respect to the Phystecs 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. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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