

**Privacy Policy and Terms of Use for Web Site
Free Runner Inc User Agreement and Privacy Policy**

1. Introduction

A. This User Agreement (*Agreement*) is a legal document. It outlines your rights and obligations as a *User* of this Web Site (sometimes called *Site*) in connection with the purchase and use of this Site and purchasing any of the products provided by Free Runner, Inc. By accessing this *Site* or purchasing any of our Products, you acknowledge that you have read, understood, and agree to be bound by the provisions of this *Agreement*. This *Agreement* applies to all *Users* of this *Site*, irrespective of whether they purchase any Products (hereinafter sometimes called *Services*).

B. Free Runner, Inc. reserves the right to revise the Products, the Privacy Policy, and any other part of this *Site*, from time to time in its sole discretion without further notice. If we do so, we will post the revisions on the *Site* and indicate the date of the last revision. By accessing this *Site* or purchasing any of our Products, you acknowledge that you have read, understood, and agree to be bound by the any changes in this *Agreement*, the Privacy Policy, and any other part of this *Site*.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING CERTAIN LIMITATIONS AND EXCLUSIONS AND A PROCEDURE FOR RESOLVING DISPUTES.

2. Definitions

As used in this *Agreement*:

A. *User* means an individual or business that accesses or uses the *Site*.

B. *Site Content* means all text, graphics, video, audio, links, communications, and other information contained on the *Site*.

C. *Privacy Policy* means the statement of Privacy Policy, as amended from time to time.

3. Eligibility to Participate in Test Preparation Services

To purchase and of the Products offered on this Site, you must be at least 18 years old. By using the *Site*, you represent that you are of legal age to form a binding contract, you are not a person barred from receiving services under the laws of the United States or any other applicable jurisdiction, and you agree to comply with the terms of this *Agreement*.

4. Service Access and Speed

A. Service speed may vary depending on your online or Internet service provider, location, line quality, inside wiring, Internet traffic, and other factors beyond our control. You acknowledge and agree that you must provide for your own access to the Internet and pay any service fees associated with such access, and that you must provide all equipment necessary for you to make such connection to the Internet, including a computer and modem.

B. You may not have full access to the *Site* if the Internet connection for your Internet service provider is down or inaccessible, or if you provide incorrect information. If your Internet service provider terminates your service, your access to the *Site* may be limited or denied. Free Runner, Inc. is not responsible for any such limitation or denial, or for any long-distance, toll, or other charges or fees you incur while you use the *Site*.

5. Third Party Sites

The *Site* may contain links to websites provided or operated by other parties. When you visit any such websites, you do so at your own risk. We undertake no obligation to monitor such websites and are not responsible for any damage, loss of privacy, or offensive material you may encounter as you navigate away from the *Site*. You should consult the user agreements and privacy and security policies of any such websites you visit.

6. Disclaimer of Warranties

Our Website and the Services provided through it are provided on an “AS IS” and “AS AVAILABLE” basis. Your use of this Site shall be at your sole risk. Free Runner, Inc. disclaims to the fullest extent permissible by law, and you waive, all warranties of any kind, whether expressed, implied, or statutory, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement, in connection of the Website and your use thereof. Free Runner, Inc. makes no warranties or representations about the accuracy or completeness of this Website's content and assumes no liability or responsibility for any (i) errors, mistakes or inaccuracies of content, (ii) any unauthorized access to or use of our Site, (iii) any interruption or cessation of transmission to or from our Website. (iv) any bugs, viruses, Trojan horses, or similar which may be transmitted to or through our website by any third party, (v) any errors or omissions in any content and/or (vi) any loss or damage of any kind incurred as a result of the use of any content transmitted or otherwise made available through the Website. You assume the entire risk of loss and damage due to your use of the Website, including but not limited to the cost of repairs or corrections to your hardware or software.

7. Limitation of Liability

Your use of our Website is entirely at your sole risk. Free Runner, Inc. shall not be liable for any direct, indirect, incidental, consequential, special, exemplary or punitive damages or losses, including without limitation loss of use, data, profits, goodwill, or other intangible losses, whether based in contract, tort, strict liability, or otherwise, which you may incur in connection with the use of our Site.

8. Indemnification

You agree to indemnify and hold harmless Free Runner, Inc. from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees), arising out of your acts or omissions, including claims resulting from your use of the Website.

9. Choice of Law

The terms of this User *Agreement* and use of this Site is governed by the laws of the State of North Carolina.

10. Copyrights and Trademarks

A. All content included on this Site, such as text, graphics, logos, button icons, images, audio clips and software, is the exclusive property of Free Runner, Inc. and protected by U.S. and international copyright laws. Any software used on this Site is the property of Free Runner, Inc.

B. www.MyFreeRunner.com, and www.myfreerunner.smartonlineorder.com is a trademark of Free Runner, Inc. and may not be used in connection with any product or service that does not belong to Free Runner, Inc. in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Free Runner, Inc.

11. Mandatory Arbitration

Any dispute under this *Agreement* shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one

arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

12. Entire Agreement

This *Agreement* shall constitute the entire *Agreement* between the parties and any prior understanding or representation of any kind preceding the date of this *Agreement* shall not be binding upon either party except to the extent incorporated in this *Agreement*.

13. Assignment of Rights

The rights of each party under this *Agreement* are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

14. PRIVACY POLICY

A. Free Runner, Inc. does not collect personally identifiable information about individuals who visit our *Site* except when the information is specifically provided on a voluntary basis. Personally identifiable information on *Users* will not be sold or otherwise transferred without the approval of the *User*. Free Runner, Inc. reserves the right to contact a *User* regarding account status, changes to the *Agreement* and other matters relevant to the use of the *Site*. Free Runner, Inc. reserves the right to change this policy at any time. Any such change will be posted on the *Site*.

B. Our *Site* may use cookies to facilitate easier navigation within the *Site* and provide a higher level of convenience for the visitor. A cookie is a small piece of information about an Internet session that may be created when a visitor accesses a website. Any use of cookies used by our *Site* will not be written to the visitor's hard drive, exist only until the browser is shut down, do not contain any personal information regarding the visitor, and do not retrieve any information from the visitor's personal computer.

C. Credit Card Purchases: Information provided for your purchase (including billing name, billing address, telephone number, and fax number) will not be shared or sold to anyone outside of Free Runner, Inc. nor to any third party. Payment information (such as credit card numbers and expiration dates) is treated confidentially and will not be shared with anyone except the financial institutions used to process payments.

D. We use the clover software to protect your billing information. Clover encrypts information and keeps the data private and confidential between your computer and **Free Runner, Inc.** This technology makes it safe to transmit your credit card number over the Internet.

15. Termination

This Agreement is effective until terminated by Free Runner, Inc. at any time without notice. In the event of termination, the disclaimers and limitations of liabilities set forth in this Agreement shall survive.

16. Monthly E-Mails and Newsletter

If you wish to receive our monthly e-mails and/or newsletter, please contact us at:

Michael Cochran

michael.c@myfreerunner.com

20. Contacting Us

If you have any questions about this privacy statement, the practices of this Site, or your dealings with this Site, you can contact:

Michael Cochran

michael.c@myfreerunner.com

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