

Terms of Service

1. Services and Conditions of Use:

Welcome to EPIC Incorporated's (EPIC) online service (the "Service"). As part of our service, EPIC Inc. (EPIC) agrees to provide you with information and other computer services that EPIC may decide to offer, subject to the terms of this Agreement. Upon notice published through the Service, EPIC may modify this Agreement at any time. You agree and continue to agree to use the EPIC Services in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions set out in the policies and guidelines outlined below. Please note that you will be referred to as "Customer" from time to time in the Agreement.

2. Rules For Online Conduct for Interactive Areas

By using the Service, you agree that you will not post any of the following material ("postings"):

- Material which defames, abuses or threatens others.
- Statements that are bigoted, hateful or racially offensive.
- Material that advocates illegal activity or discusses illegal activities with the intent to commit them.
- Unauthorized copyrighted material.
- Material that contains vulgar, obscene or indecent language or images.
- Advertising or any form of commercial solicitation.
- Material that does not pertain to the topic.

Statements or postings which violate the above terms will be deleted from postings upon discovery. Depending on nature of the violation, EPIC at its sole discretion may terminate a Customer's account.

3. Price and Payment

All services on this website, except advertising, are FREE to fans and consumers.

4. Non-Transferability of Membership

EPIC grants to Customer a personal, non-exclusive, non-assignable and non-transferable license to use and display the EPIC website ("Website") on any machine(s) of which Customer is the primary user. Unauthorized copying of the Software or duplication of the software in any manner, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly forbidden. Customer acknowledges that Customer may not sublicense, transfer, sell or assign this license or the Software. Any attempt to sublicense, transfer, sell or assign the license is void.

5. Software Libraries and Copyrighted Material

Only public domain software or graphics files or files where the owner has given express permission for the online distribution may be posted to bulletin boards on the Service. The posting of any other type of file and the posting of links to any other type of file is strictly forbidden. The following types of files are examples of strictly forbidden postings:

Unauthorized copies of copyrighted photographs, drawings, graphics, text or other writings, computer programs or other software, recordings or designs; files containing advertisements or solicitations aimed at persuading other members to use certain goods or services; material of a sexually explicit nature, including photographs and text.

Copyrighted material, including without limitation text, photographs, sound, video and music, may not be placed on the Service without the express permission of the author or owner of the copyright on the material. Customer acknowledges that only the owner or someone authorized by the owner to post the material may do so. The downloading of copyrighted material is allowed by the Customers only for Customers' own use. Customers may not copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any copyrighted material. The burden of determining that any information, software or any other content on the Service is not protected by copyright rests with the Customer. Customer acknowledges that EPIC and/or third-party content providers remain the owners of the posted materials, and that Customer does not acquire any of those ownership rights by downloading copyrighted materials.

6. EPIC Mail

EPIC Mail is a part of the EPIC's service designed for private communication between Customers. EPIC will not monitor this communication, but reserves the right to take action against any Customer who is defaming, harassing or otherwise offending another Customer through e-mail, if it comes to EPIC's attention that this type of abuse is occurring, as is more fully set forth in Section 2 containing the Rules for Online Conduct.

7. Limitation of Liability and Warranty

CUSTOMER AGREES THAT THE USE OF THE SERVICE IS ENTIRELY AT CUSTOMER'S OWN RISK. EPIC'S SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING

WITHOUT LIMITATION THE EPIC SOFTWARE LICENSED TO THE CUSTOMER AND THE RESULTS OBTAINED THROUGH THE SERVICE. SPECIFICALLY, EPIC DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: 1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT INFORMATION, PRODUCTS OR SERVICES; AND 2) ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, 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 RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT ERG IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER CUSTOMERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH THE CUSTOMER.

NEITHER EPIC NOR ANY OF ITS AGENTS, AFFILIATES OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO OR USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SERVICE.

8. Trademarks

EPIC Incorporated and the EPIC logo are registered trademarks of EPIC Incorporated. All other trademarks appearing on the Service are trademarks of their respective owners.

9. Notice

EPIC may give notice to Customers by means of a general notice on the Service, electronic mail to Customer's e-mail address on record in EPIC's account information, or by written communication sent by first class mail to a Customer's address on record in EPIC account information. You may give notice to EPIC Incorporated; such notice shall be deemed given when received by EPIC at any time by any of the following:

- 1) electronic mail to legal@epicincorporated.com
- 2) letter faxed to EPIC at the following fax number: 815-425-9205

3) letter delivered by first class postage prepaid mail or courier to EPIC Inc. at the following address: 2395 Highway 330, Bogart, GA 30622

10. Indemnification

Customer agrees to indemnify and hold EPIC harmless from any dispute which may arise from a breach of terms of this Agreement. Customer agrees to hold EPIC harmless from any claims and expenses, including reasonable attorney's fees and court costs, related to Customer's violation of this Agreement, including the Rules of Conduct or any information, software or other content placed on the Service by the Customer.

11. Termination of Service

User may terminate this Agreement and User's right to use the Service by selecting the applicable cancellation button on the service. EPIC may terminate your account or access rights to this Service at any time, without notice, for conduct that EPIC believes violates this Agreement or other policies or guidelines that EPIC has posted on an EPIC service. EPIC may terminate your account or access rights to this Service for online conduct that EPIC believes is harmful to other Customers, to EPIC's business, or to other information providers.

12. Choice of Law

This Agreement shall be construed and controlled by the laws of the State of Georgia. Further, any dispute arising from the terms of this agreement or a breach of this Agreement will be governed by the laws of the State of Georgia. Customer agrees to personal jurisdiction by the state and federal courts sitting in the State of Georgia.

13. Merger Clause

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral between EPIC representatives and Customer. EPIC may amend or modify this Agreement or impose new conditions at any time upon notice from EPIC to Customer as published through the Service. Any use of the Service by Customer after such notice shall be deemed to constitute acceptance by Customer of such amendments, modifications or new conditions.

14. Photos

Photos, graphics, audio and/or video materials shall not directly or indirectly be published, rewritten for broadcast or publication or redistributed in any medium. Neither these materials nor any portion thereof may be stored in a computer except for personal and non-commercial use. Subscriber does not hold EPIC liable for any delays, inaccuracies, errors or omissions from or in the transmission

or delivery of all or any part thereof or for any damage arising from any of the foregoing.