

**GILLILAND ASSOCIATES, INC. D/B/A MELNIC CONSULTING GROUP
("MELNIC")
TERMS OF USE, PRIVACY POLICY**

TERMS OF USE

By registering for or purchasing services, programs or products on the Melnic websites, Melnic.com or ac-pnp.com ("Site"), you signify your assent to our Terms of Use Agreement and our Privacy Policy (collectively, the "Agreement"). PLEASE READ THESE TERMS CAREFULLY.

Introduction and Acceptance of Terms

By using and/or visiting the Site, any of its subdomains or any other website on which a link to this Agreement appears you agree to the following terms with Gilliland Associates, Inc., a Colorado corporation d/b/a Melnic and its affiliates ("Melnic", "we", "us", or "our") regarding use of the Site and the services offered on the Site. Before being permitted to act as a registered user of the Site and/or to purchase services or products or participate in any programs offered by Melnic, you must read, agree to, and accept all of the terms in, and linked to, this Agreement. By accepting these Terms of Use, you agree that these Terms, as well as any linked documents made a part of this Agreement, such as Melnic's rules and the Privacy Policy, will apply whenever you use the Site and its related services and products. Some affiliated websites may have additional or other terms that you must follow when you use those sites.

As used in this Agreement, "you" or "user" means both (a) the individual submitting resumes or job applications, submitting job postings, searching, visiting, using or who is or becomes a registered user of the Site or an existing user of the Site and (b) if applicable, the company or other business or governmental entities specified by you upon registration or the use of the Site ("your entity"). You and your entity, if any, are jointly and severally liable for your obligations under this Agreement.

Scope of Applicability

1. This Agreement applies to all visitors and users of the Site.
2. The Site may contain links to third party websites that are not owned or controlled by Melnic or its affiliates. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, we will not and cannot censor or edit the content of any third party site. BY USING THE SITE YOU EXPRESSLY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS MELNIC AND ITS RESPECTIVE MEMBERS, SHAREHOLDERS, MANAGERS, DIRECTORS, EMPLOYEES, LICENSORS, ATTORNEYS, OWNERS, OPERATORS, AFFILIATES, PREDECESSORS, SUCCESSORS, ASSIGNS, INSURERS, OR AGENTS FROM ANY CLAIMS, SUITS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING ACTUAL ATTORNEYS' FEES) WHICH ARISE FROM THIRD

PARTY CLAIMS RELATING TO USE BY YOU OR ANY OTHER PERSON ACCESSING THE SITE THROUGH YOUR ACCOUNT.

3. Accordingly, we encourage you to be aware when you leave Melnic and to read the terms and conditions and privacy policies of each other website that you visit.
4. We reserve the right, in our sole discretion, to amend and supplement this Agreement, including the Privacy Policy and any other document incorporated herein, at any time, by posting the revised Agreement to Melnic without further notice to you. Your continued use of the Site after such changes are posted will constitute your acceptance of such amended Agreement, other document, or additional terms and conditions. This Agreement may not be amended by you other than in a writing signed by both parties, and for purposes of this sentence, “writing” does not include email, and “signature” does not include an electronic signature.
5. **Third Party Content.** You acknowledge Melnic websites may permit third parties to submit content, including job applications, resumes, or credentials, and agree to verify the accuracy of any such content prior to using relying on any content obtained through the use of Melnic’s websites. All Melnic website content is subject to the Warranty Disclaimer below.
6. **Third Party Use.** You agree Melnic may distribute any content you submit to third parties, including to job applicants or employers, subject to the terms of the Contributor Terms of Use. You warrant all content you provide to Melnic is accurate and true and a third party may rely on the content you provide.

Accounts and Site Usage

1. **Account.** In order to access some features of the Site, you may be required or encouraged to create an account. You may never use another’s account without permission from us. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You agree that you will not allow others to access your account, nor will you use your account on Melnic on an outsourcing basis or on behalf of third parties. You must notify Melnic immediately, in writing, of any breach of security or unauthorized use of your account.
2. **User Access and Use of the Site and Sharing of Melnic Content.** Melnic and all of the content featured or displayed on Melnic is intended for registered users and customers of Melnic. You are permitted to access, use and share Melnic and the content featured or displayed on Melnic only as set forth in these Terms of Use.

You shall access Melnic and the Content only through the technology or means provided by Melnic. You agree not to download, copy, distribute or display in any medium any part of Melnic or Melnic Content, unless you have agreed to these Terms and Conditions and the Privacy Policy. You also agree not to alter, modify or delete any part of Melnic or the content featured or displayed on Melnic, and agree not to circumvent, disable or otherwise interfere with any security features of Melnic, including without limitation those security features which prevent or restrict the use and/or copying of Melnic's Content.

3. **No "bots."** You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," or any other device, software, hardware, or program that accesses Melnic in a manner that sends more request messages to the Melnic servers in a given period of time than a human can reasonably produce in the same time period by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including account names, from Melnic, nor to use any communication systems that may be provided by Melnic for any commercial solicitation purposes, other than as expressly permitted elsewhere in this Agreement.
4. **Liability for Loss.** Melnic will not be liable for any losses you sustain as a result of unauthorized use of the Site or your account. You will be further liable for all losses sustained by Melnic or others due to such unauthorized use, including all costs, attorneys' fees, and other damages that directly or indirectly relate to use by you or any other person accessing the Site through your account. In the event that Melnic or its affiliates should bring any action or claim arising out of this Agreement against you in which we prevail, you must pay to us any and all costs incurred by Melnic in enforcing the terms and conditions of this Agreement, including actual attorneys' fees, court costs, and all other costs and fees associated with such action.
5. **Discontinuation of Services.** Melnic reserves the right to discontinue its Site or any goods, products or services offered on the Site at any time.
6. **Termination and Suspension of User Account.** We agree to provide you access to the Site and the services available on the Site only as authorized in this Agreement. We reserve the right to reject your user registration by disabling your registered account. Even after acceptance, we may terminate or suspend your account and ability to visit or use the Site in our sole discretion, with or without cause and without prior notice to you. If we believe your actions may cause us or other visitors or users legal liability, harm, or loss, we reserve the right to notify other visitors and users of your actions.

Digital Millennium Copyright Act

1. Melnic is protected under Title II of the Digital Millennium Copyright Act ("DMCA"). As such, Melnic will respond to any allegations of copyright violations in accordance with the DMCA. Below you will find our policies and takedown notices as required by

the DMCA. The following applies to any and all copyrights/trademarks and owners of intellectual property interested in utilizing this procedure, as well as service users interested in restoring access to material mistakenly taken down or not used due to a perceived DMCA violation or infringement of a third party's intellectual property rights.

Melnic will follow the procedures provided in the DMCA to properly enforce rights of copyright holders. When a proper DMCA notification is received by the designated DMCA Agent, or an administrator becomes otherwise aware that copyright rights are infringed, we will remove or disable access to infringing materials as soon as possible. Melnic will not necessarily send a confirmation regarding the removal/disabling.

2. If you are a copyright owner or an agent thereof and believe that any other submission made by another user to the Site or services or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our Copyright Agent with the following information in writing (see 17 U.S.C. § 512I(3) for further detail):
 - a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
 - d. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
 - e. A statement 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
 - f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Agent. Melnic's designated Copyright Agent to receive notifications of claimed infringement may be contacted through
Haynes and Boone, LLP
Jason P. Bloom
Partner
jason.bloom@haynesboone.com

2323 Victory Avenue
Suite 700
Dallas, TX 75219-7672

(t) 214.651.5655
(f) 214.200.0396
(m) 214.208.3181

3. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, reports of abuse, requests for technical support, and other communications should be directed to Melnic customer service through jill@melnic.com. You acknowledge that if you fail to comply with all the requirements of this Section your DMCA notice may not be valid.
4. **Counter-Notice.** If you believe that any materials information, products or goods submitted by you to Melnic that was or were removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your Advertising Assets, you may send a counter-notice containing the following information to the Copyright Agent:
 - a. Your physical or electronic signature;
 - b. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
 - c. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
 - d. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of Denver, Colorado, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Melnic may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Melnic's sole discretion.

We will act on all abuse reports and confront offending users. Users found to be guilty of this Agreement or any patent, copyright or trademark infringement will either receive a warning or

will prohibited from further using the Site, with sole discretion as to handling of the infraction remaining with us.

Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, MELNIC AND ITS RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH MELNIC AND USE OF THE SITE. MELNIC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF MELNIC'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO MELNIC AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (2) PERSONAL INJURY OR PROPERTY DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM MELNIC, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH MELNIC BY ANY THIRD PARTY, AND (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR ADVERTISING ASSETS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA MELNIC. MELNIC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME LIABILITY.

Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL MELNIC AND ITS RESPECTIVE MEMBERS, SHAREHOLDERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, ATTORNEYS, OWNERS, OPERATORS, AFFILIATES, PREDECESSORS, SUCCESSORS, ASSIGNS, INSURERS, OR AGENTS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER IN AN AMOUNT GREATER THAN THE AMOUNTS PAID BY YOU UNDERNEATH MELNIC THAT RESULT FROM: (1) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (2) ANY PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE OR PARTICIPATION IN ANY MELNIC PROGRAMS, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM MELNIC, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH MELNIC BY ANY THIRD PARTY, AND (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA MELNIC, WHETHER BASED ON WARRANTY,

CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MELNIC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE STATE OF COLORADO. YOU SPECIFICALLY ACKNOWLEDGE THAT MELNIC SHALL NOT BE LIABLE FOR USER'S CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. IN NO EVENT SHALL MELNIC BE RESPONSIBLE FOR ANY VIOLATION OF THIS AGREEMENT OR ANY DAMAGES DIRECTLY OR INDIRECTLY SUFFERED BY YOU. Melnic is controlled and offered by Melnic from its facilities in the United States of America, State of Colorado. Melnic makes no representations that Melnic is appropriate or available for use in other locations. Those who access or use Melnic from other jurisdictions do so at their own volition and are responsible for compliance with local law in Colorado and the United States of America.

Indemnity

You agree to defend, indemnify and hold harmless Melnic, and its respective parents, subsidiaries, shareholders, members, directors, managers, officers, employees agents, successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from (i) your use of or access to Melnic; (ii) your violation of any provision of this Agreement; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive this Agreement and your use of the Site.

Ability to Accept Terms of Use

You affirm that you are 18 years of age or older, or an emancipated minor, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement.

Assignment

This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Melnic without restriction.

Non-Disparagement

You shall not make any communication that is intended or reasonably understood to disparage, criticize, condemn, or impugn the personal, professional, or business reputation of Melnic and its shareholders, members, directors, managers, officers, employees, licensors, attorneys, operators, affiliates, predecessors, successors, assigns, insurers and/or agents, including without limitation any communication that could have the effect of or intention of which is to cause embarrassment, disparagement, damage or injury to the reputation, business, or standing in the community of any

such parties and regardless of whether any such communication is or may be true or founded in facts.

Privacy

We do not use, sell or rent your personal information to non-affiliated third parties for their marketing purposes without your explicit consent. We also do not sell or rent your personal information to non-affiliated third parties for their marketing purposes without your explicit consent. We use your information only as described in the Melnic Privacy Policy. You can access and modify the information you provide us and choose not to receive certain communications by modifying your preferences. For a complete description of how your personal information may be used on Melnic and your choices in this regard, please see the Melnic Privacy Policy. Your acceptance of this Agreement constitutes your acceptance of the Privacy Policy, which is incorporated herein by reference. If you object to your personal information being used as described in the Privacy Policy please do not use or register to use our services.

Disclosure

Notwithstanding anything to the contrary, Melnic may disclose personally identifiable information, business records, or other information to third parties in the event of any of the following: (1) To allow a third party contractor to help operate Melnic or Melnic's business; (2) If a court order, arbitration order, or other governmental order is sought to disclose the personally identifiable information or a subpoena is served that purports to require the disclosure of the personally identifiable information; (3) The information needs to be disclosed in order to provide requested products, goods or services; or (4) Melnic finds that your actions violate Melnic's policies or usage guidelines. In addition, Melnic may disclose anonymous information, including, without limitation, your location and your use of the services provided to you by Melnic to illustrate patterns and trends of site access and usage.

Relationship of the Parties

The relationship between you and Melnic is as independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative relationship, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representation on our or our affiliates' behalf. You agree not to make any statement, whether on your website, its subdomains or otherwise, that contradicts or may contradict anything in this section.

Miscellaneous Provisions

By visiting, using or registering to use Melnic and/or the goods, products or services provided by Melnic, you agree this Agreement shall be governed by the substantive laws of the State of Colorado, without respect to its conflict of law principles. Except for the equitable enforcement of this Agreement, any claim or dispute between you and Melnic or its affiliates with respect to this Agreement shall be decided exclusively through the procedures and policies of the American Arbitration Association unless other procedures are agreed upon in writing by Melnic. Venue

for such hearings shall be in Denver, Colorado. The cost of arbitration shall be split equally between the parties, except that each party shall bear its own attorneys' fees. These Terms of Use and the Melnic Privacy Policy, and any other legal notices published from time to time by Melnic, shall constitute the entire agreement between you and Melnic concerning your registration and use of the Site. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement (including the Privacy Policy), which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Melnic's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Melnic reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for changes that may occur. Your use of the Site following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. You may be asked to provide feedback regarding Melnic and hereby grant Melnic a perpetual, royalty-free, unlimited license to use and/or incorporate such feedback into the Site or any other product or service of Melnic. YOU AND WE BOTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO MELNIC MUST COMMENCE WITHIN 6 MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

PRIVACY POLICY

By registering for or purchasing services, programs or products with the Melnic website, Melnic.com or ac-pnp.com (“Site”), you signify your assent to our Terms of Use Agreement and our Privacy Policy (collectively, the “Agreement”). PLEASE READ THESE TERMS CAREFULLY.

Introduction

Gilliland Associates, Inc., a Colorado corporation, d/b/a Melnic (“Melnic”), is the operator of the Site and its subdomains. As part of its business, Melnic may gather personally identifiable information on its websites as well as anonymous data regarding the website and your activities on the site. Melnic takes its privacy obligations very seriously. Our Privacy Policy is designed to assist you in understanding how we collect and use the personal information you provide to us and to assist you in making informed decisions when using our site and our products and services. If you have questions or complaints regarding our privacy policy or practices, please contact us at jill@melnic.com.

As used in this Privacy Policy, “Melnic”, “we”, “us”, and “our” refers to Melnic, and its affiliated entities and the “Site” refers to Melnic.com, its subdomains and any other site on which this Privacy Policy appears. This Privacy Policy does not apply to any offline data collection or practices of Melnic.

As used in this Privacy Policy, “you” or “user” means both (a) the individual visiting, using or who is or becomes a registered user of Melnic or the existing user of Melnic now agreeing to this Agreement, as the case may be, and (b) if applicable, the company or other business or governmental entities specified by you upon registration or the use of the Site or the use or sharing of any Melnic content (“your entity”). You and your entity, if any, are jointly and severally liable for your obligations under this Privacy Policy.

Jurisdiction

The Site is operated from servers located in the United States of America. If you are located outside the United States and are accessing the Site, please be aware that information you provide on the Site is being transferred to and stored in the United States. The Site’s personal information practices and the terms of this Privacy Policy may or may not comply with foreign law, so if you do not agree with the terms of this Agreement, please do not use the Site.

What Information Do We Collect?

When you visit our Site you may provide us with two types of information: (i) personal information (such as your name, birth date, phone number, email address and mailing address) (collectively, “Registration Information”) collected on an individual basis; and (ii) Site use information collected on an anonymous and aggregate basis as you and others browse our Site. Whenever Melnic collects personally identifiable about you, it reserves the right to use that information for marketing Melnic and its various activities. We may use the personally

identifiable data collected to undertake a variety of marketing activities including, but not limited to, email, direct mail, site personalization, telephone marketing and other digital and traditional methods of advertising and communication. Melnic does not sell or “monetize” data to third parties. Melnic, however, does and will send marketing messages on behalf of its sponsors and partners. It will do so without giving any of your personally identifiable information to those sponsors and partners for their own use.

Personal Information You Choose to Provide.

1. **Registration Information.** You may provide us with certain information about yourself, your firm or company, and your practices when you register to be a member of Melnic.com, register for certain services, or register for email newsletters and alerts.

2. **Email Information.** If you choose to correspond with us through email, we may retain the content of your email messages together with your email address and our responses.

3. **Site Use Information.** Similar to other commercial websites, Melnic utilizes a standard technology called "cookies" (see explanation below, "What Are Cookies?") and server logs to collect information about how our Web site is used. Information gathered through cookies and server logs may include the date and time of visits, the pages viewed, time spent at our Site, and the websites visited just before and just after Melnic. We, our advertisers, and ad serving companies may also use small technology or pieces of code to determine which advertisements and promotions users have seen and how users responded to them.

4. **How Do We Use the Information That You Provide to Us?** Broadly speaking, we use personal information for purposes of administering and expanding our business activities, providing customer service and making available other products and services to our customers and prospective customers. Occasionally, we may also use the information we collect to notify you about important changes to our Site, new services and special offers we think you will find valuable. You may notify us at any time if you do not wish to receive these offers by emailing us at jill@melnic.com. From time to time Melnic may allow its Sponsors or marketing partners to offer Site visitors an opportunity to opt-in” to receive marketing information directly from that Sponsor or marketing partner. In such cases, on the registration page, an “opt-in” question will appear clearly explaining that by checking the box you agree to share your personally identifiable information with that particular Sponsor or marketing partner. If there is not a Sponsor ”opt-in” question on a registration form, Melnic will not give any of the data collected to any Sponsor or partner.

5. **Disclosure of Personal Information.** We may disclose your personal information if required: (a) by law or subpoena or if we believe that such action is necessary to comply with the law or legal process served on us or affiliated parties; (b) protect and defend our rights and property, our site, the users of our site, and/or our affiliated parties; (c) to act under circumstances to protect the safety or security of users of our site, us, or third parties. We may also disclose your personal information, to the extent necessary, to effectuate any payment transactions authorized by you.

6. What Are Cookies? A cookie is a very small text document, which often includes an anonymous unique identifier. When you visit a website, that site's computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites. Some of our business partners (e.g., advertisers) use cookies that originate from their sites. We have no access or control over those cookies.

You can decide if and how your computer will accept cookies by configuring your preferences option within your web browser. To disable this function in your web browser, choose the “help” menu and follow the instructions for deleting cookies and preventing your browser from downloading additional cookies. If you choose to reject cookies, you can still browse our Site, but you may be unable to post on the Site or otherwise access certain services and content available on the Site. Melnic does not store personal or confidential information in cookies (although our third party advertisers may – and we take no responsibility for their actions).

7. How Do We Use Information We Collect from Cookies? As you browse Melnic, the site uses its cookies to differentiate you from other users. In some cases, we also use cookies to prevent you from seeing unnecessary advertisements or requiring you to log in more than is necessary for security. Cookies, in conjunction with our server's log files, allow us to calculate the aggregate number of people visiting the Site and which parts of the site are most popular. This helps us gather feedback in order to constantly improve our Site and better serve our customers. Cookies do not allow us to gather any personal information about you and we do not store any personal information that you provided to us in your cookies.

8. Sharing Information with Third Parties. We may enter into alliances, partnerships or other business arrangements with third parties who may be given access to personal information including your name, address, telephone number and email for the purpose of providing you information regarding products and services that we think will be of interest to you. In connection with alliances, partnerships or arrangements, we may also provide certain information to third parties if we have determined that the information will be used in a responsible manner by a responsible third party. We also use third parties to facilitate our business, including, but not limited to, sending email and processing credit card payments. In connection with these offerings and business operations, our partners and other third parties may have access to your personal information for use in connection with business activities. As we develop our business, we may buy or sell assets or business offerings. Customer, email, and visitor information is generally one of the transferred business assets in these types of transactions. We may also transfer such information in the course of corporate divestitures, mergers, or any dissolution.

9. Widgets. Our Site may include Widgets, which are interactive mini-programs that run on any website in which the Widget is embedded, to provide specific services from another company and through which data and/or information is displayed (e.g. displaying the news, opinions, videos, music, etc.). Personal information, such as your email address, may be

collected through the Widget. Cookies may also be set by the Widget to enable it to function properly. Information collected by this Widget is governed by the privacy policy of the company that created it.

10. Notice of New Services and Changes. Occasionally, we may also use the information we collect to notify you about important changes to our Site, new services and special offers we think you will find valuable. As our customer, you will be given the opportunity to notify us of your desire not to receive these offers by sending us an email request at jill@melnic.com.

11. How Do We Protect Your Information? The security of your personal information is important to us. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security. If you have any questions about security on our Site, you can contact us at jill@melnic.com.

12. How Can You Access and Correct Your Information? You may request access or make corrections to all your personally identifiable information that we collect online and maintain in our database by emailing jill@melnic.com.

13. Updating/Accessing/Amending/Correcting Personally Identifiable Information. If your personally identifiable information changes, or if you no longer desire to use or access our Site or to obtain service or Programs provided on the Site, you may correct, update, amend, delete/remove or deactivate it by making the change on our member information page or by emailing our Customer Support at jill@melnic.com or by contacting us by telephone or postal mail at the contact information listed below.

14. What About Other Web Sites Linked to Melnic? We are not responsible for the practices employed by websites linked to or from our Site nor the information or content contained therein. Often links to other websites are provided solely as pointers to information on topics that may be useful to the users of our Site.

Please remember that when you use a link to go from our Site to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including websites which have a link on our Site, is subject to that websites own rules and policies. Please read over those rules and policies before proceeding.

15. Children's Privacy. The Site is not intended for or directed to persons less than 18 years of age. We do not knowingly solicit or collect personal information from or about children, and we do not knowingly market our services to children. If you are under 18 years of age, do not use the Site.

16. For Persons Outside the United States. By consenting to this Privacy Policy, you confirm that your command and knowledge of English is sufficient to understand the terms and conditions set forth in the Agreement. You agree that by using the Site, your personal data will

be transferred to Melnic servers located in the United States in connection with the purposes stated in this Privacy Policy. You understand that the laws with respect to the protection of personal data in the United States may be more or less stringent than those in your home jurisdiction.

17. Submissions. Suggestions, materials, Advertising Assets (as defined in the Content Licensing Agreement) or other intellectual property sent or transmitted to us via our Site are governed by the separate terms applicable to such materials identified at the time of submission (if any). All such items shall be deemed to be non-confidential, and we shall have no obligation of any kind with respect to such items and shall be free to use and distribute them to others.

18. Acceptance of Privacy Policy. By using our Site, you signify your acceptance of this Privacy Policy. If you do not agree with the terms of this Privacy Policy, please do not submit any personal information to us through our Site.

Material Changes to Policy

Melnic may make material changes to this Privacy Policy from time to time. Therefore, you should periodically visit this page to view the current Privacy Policy. In the event of a material change to this Privacy Policy, Melnic shall post a notice on the Site advising of such changes.