

Gasshead LLC Copyright Web Site Use Agreement and Legal Notices

1. General.

1.1 This Agreement governs your use of this web site and its associated services (the "Gasshead.com"), including interactive chat and forum discussion areas (the "Interactive Areas"), which are owned and operated by Gasshead LLC.

1.2 Gasshead LLC reserves the right, in its discretion, to change or modify all or any part of this Agreement at any time, effective immediately upon notice published on the Web Service. Your use of the Gasshead.com constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by Gasshead LLC as permitted above. If at any time the terms and conditions of this Agreement are no longer acceptable to you, you should immediately cease use of Gasshead.com and the Interactive Areas.

2. Use of Content.

2.1 You acknowledge that Gasshead.com contains information, software, photographs, audio and video clips, graphics, links and other material that are protected by copyright, trademark or other proprietary rights of Gasshead LLC or third parties, including but not limited to product names, logos, designs, titles, and words or phrases which may be registered in certain jurisdictions (collectively, the "Content"). You agree to comply with any additional copyright notices, information, or restrictions contained in any Content available on or accessed through the Web Service. Users of Gasshead.com may use the Content only for their personal, noncommercial use. Users of the Web Service wanting to use the content for commercial use must obtain prior express written permission of Gasshead LLC.

2.2 You may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the content, in whole or in part, except as otherwise expressly permitted in this Agreement. Content consisting of downloadable software may not be reverse-engineered unless specifically authorized by the owner of the software's patent and or copyright. Subject to the provisions of this Agreement, you may post on Gasshead.com any content owned by you (such as your original statements), content for which you have received express permission from the owner, and content in the public domain. You assume all right and responsibility for determining whether any content is in the public domain. You grant to Gasshead LLC the right to edit, copy, publish, distribute, translate and otherwise use in any medium and for any purpose any content that you place on Gasshead.com without compensation to you. You represent and warrant that you are authorized to grant all rights set forth in the preceding sentence.

2.3 You may not download content on this web site that is indicated to be for sale or for any other use except under the terms of the sale or use as indicated herein. Such content is the property of Gasshead LLC and may be protected by patent, trademark, copyright, contract or through some other method. "Free" content may be downloaded for your personal use or noncommercial distribution consistent with the terms defined in this Agreement. When using both purchased and "free" content, you will maintain and include all copyright, patent pending and other notices contained in such content. No copying, storage, redistribution or publication of any content is permitted without the express permission of Gasshead LLC

3. Rules of Conduct. You shall not post on Gasshead.com any content which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or

other contaminating or destructive features; (c) violates the rights of others, such as content which infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity of Gasshead.com or any third party; or (d) otherwise violates any applicable law or reputation. You may not post on Gasshead.com any links to any external Internet sites that are obscene or pornographic. You shall not use Gasshead.com for any commercial purpose not expressly approved by Gasshead LLC, nor shall you distribute any advertising or solicitation of funds or goods and services or solicit users to join competitive online services.

4. Managing Content. Gasshead LLC does not and cannot review the content posted by users on the Web Service and is not responsible for such content. However, Gasshead LLC reserves the right to delete, move or edit any content (including content posted in any Interactive Area) that it may determine, in its sole discretion, violates or may violate this Agreement or is otherwise unacceptable. You shall remain solely responsible for all content posted by you. Gasshead LLC shall have the right but not the obligation, to correct any errors or omissions in any content, as it may determine in its sole discretion.

5. No Endorsement.

5.1 Gasshead LLC does not represent or endorse the accuracy or reliability of any content posted on any Interactive Area and you acknowledge that any reliance upon such content shall be at your sole risk. Any content placed on any Interactive Area by users are the views of the user posting the statement, and do not represent the views of Gasshead LLC or its advertisers or sponsors.

5.2 Gasshead.com may contain links to sites on the Internet, which are owned and operated by third parties (the "External Sites"). You acknowledge that Gasshead LLC is not responsible for the availability of, or the content located on or through any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or the content located on such External Sites.

6. Indemnity. You agree to indemnify, defend and hold Gasshead LLC and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Gasshead LLC Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any Gasshead LLC Party in connection with any use or alleged use of the service under your user name by any person, whether or not authorized by you. Gasshead LLC reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Gasshead LLC 's defense of such claim.

7. Termination of Service. Gasshead LLC reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of Gasshead.com, including the Interactive Areas, at any time for any reason without prior notice or liability. Gasshead LLC may change, suspend or discontinue all or any aspect of Gasshead.com at any time, including the availability of any feature, database, or Content (including the Interactive Areas), without prior notice or liability.

8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

8.1 NEITHER Gasshead LLC NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT GASSHEAD.COM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES GASSHEAD LLC, ANY THIRD PARTY

CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF GASSHEAD.COM OR THE CONTENT. GASSHEAD.COM AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER Gasshead LLC, THIRD PARTY CONTENT PROVIDERS, NOR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO GASSHEAD.COM, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD THROUGH GASSHEAD.COM. NEITHER Gasshead LLC NOR ANY THIRD PARTY CONTENT PROVIDER WARRANTS THAT ANY FILES AVAILABLE FOR DOWNLOADING THROUGH GASSHEAD.COM WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU.

8.2. NEITHER Gasshead LLC NOR ANY THIRD PARTY CONTENT PROVIDER OR THEIR AGENTS SHALL BE LIABLE FOR ANY ACT, DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR EVEN IF THE ACTS COMPLAINED OF ARE CONSIDERED OR ALLEGED TO BE GROSSLY NEGLIGENT, MALICIOUS OR INTENTIONAL

8.3. SOME STATES DO NOT ALLOW EXCLUSION OR IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF Gasshead LLC, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

9. SERVICE PROVIDER:

GASSHEAD considers itself as a service provider, as related to all material uploaded by third parties, clients or any entities not Gasshead officers or employees, under the terms of the Digital Millennium Copyright Act U.S. Code Title 17 § 512 (DMCA) and as such will follow the terms of that statute WHEN EVER (including, but not limited to: copyright claims, trademark claims, patent claims, unjust enrichment claims, breach of contract claims, trade secret claims, etc) a third party makes a claim of infringement. You, user hereby specifically agree to these terms and agree that We are not liable for any losses of any sort for our filing these terms. Further, You indemnify US for any damages, losses, attorney's fees or any other monetary or non-monetary losses due to a third parties' claim(s) or Your actions.

The DMCA requires a designated agent available for notification by third parties. GASSHEAD hereby designated the following person and the methods of communication for that person:

Address:

Phone

Fax:

Email:

NOTE to Third Parties: YOU MUST or we will take NO ACTION

Please use at least 2 of the above notification methods and more if you need action taken quickly. Provide a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identify the right that has been infringed.

The location on our client's site that the infringement of that right has occurred and exactly what you want removed or taken down.

Information reasonably sufficient to permit us to contact you, the third party.

A statement that you or the third party you represent has a good faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law.

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Knowing misrepresentation of any of the above facts shall make the third party liable for all damages to us and our client including costs and attorney's fees.

If all of the above terms have been followed exactly then we will:

Take down, remove or disable the complained of material.

Notify our client why the material was taken down and provide our client with a copy of the third parties complaint.

If we receive a counter notification as described below we will

Send counter notification to the third party or third party representative; and

put back up / re-enable the complained of material between 10 to 14 business days after receipt unless; UNLESS

We receive notice from the third party or their representative that an action has been filed seeking a court order restraining the use of the complained of material.

Counter Notification: For it to be effective it must be a written communication including:

A physical or electronic signature of the subscriber.

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

10. MISCELLANEOUS. This Agreement shall be construed in accordance with the laws of the State of Montana, and the parties irrevocably consent to bring any action to enforce this Agreement (the venue) in the federal or state courts located in Flathead County in the State of Montana. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. All provisions hereof shall survive any termination of this Agreement as well as any other revisions that by their terms or sense are intended to survive. The article and section headings and the table of contents are for reference and convenience only and shall not be considered in the interpretation of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights. No dispute may go to a court of law and instead must be resolved through binding arbitration with a single arbitrator. Said arbitrator shall follow the terms of this agreement and resolve the dispute within 10 days. There shall be no discovery and a neither party may do more than submit a brief, which shall be limited in length to ten (10) pages.