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 use except under the terms of the sale or use. Such content is the patent pending protected and copyrightable property of Gasshead LLC. "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. Except as expressly permitted by the copyright laws, no copying, storage, redistribution or publication of any content is permitted without the express

permission of Gasshead LLC or the owners of such content or their authorized persons if other than 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; 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.

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.

9**. 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 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 which by their terms or sense are intended to survive.