



**GIDEON TECHNOLOGIES
TERMS OF USE AGREEMENT**

ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS ("TERMS"), DO NOT USE THIS WEBSITE.

Effective Date: This Terms of Use was last updated on April 1, 2009.

These Terms of Use (the "Agreement" or "Terms of Use") sets forth the standards of use of the Gideon Technologies, Inc. ("Gideon", "Company" or "we") website. By using the Gideon website located at <http://www.gideontechnologies.com> and related pages ("Site") you agree to abide by these terms and conditions. If you do not agree to these Terms of Use, you should immediately cease all usage of this Site. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice, effective upon posting on the Site. Your continued use of the Site after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. We encourage you to review these Terms of Use prior to your use of the Site. Except as provided in this paragraph, this Agreement may not be amended.

1. DESCRIPTION OF SERVICE

Gideon is providing you with access to its Site services and information as determined solely by Gideon from time to time. You must provide (1) all equipment necessary for their own Internet connection, including computer and modem, and (2) provide for your access to the Internet, and (3) pay any fees relate with such connection.

2. USE OF SITE

Subject to the terms of this Agreement Gideon authorizes you to view and download the materials at this Site only for your personal, non-commercial use. You may not modify the materials at this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose. If you breach any of these terms, your authorization to use this Site automatically terminates and you must immediately destroy any downloaded or printed materials.

Registered Users: Certain restricted areas of our Site require that you register with us and establish a "User ID" and a "Password" in order to gain access. Access to such restricted areas is subject to Gideon approval and your acceptance of the terms of this Agreement and the Gideon Privacy Statement. Gideon reserves the right to deny access to anyone for any or no reason. You will not allow others to use the login information. You will notify us of any breach in secrecy of your login information. You agree to immediately notify Company by e-mail to support@gideontechnologies.com of any potential breaches of secrecy of the login information and of the departure of any employee with access to the login information. You agree not to link, "frame" or "mirror" any content or information contained on or accessible from the Site through use of your login information without the prior written approval of the Company or its licensors, as may be appropriate.

3. GIDEON SECUREFUSION SOFTWARE

All Gideon SecureFusion Software including any downloads, modifications, patches or upgrades made available on this Site are subject to the terms and conditions of the respective Software License Agreement(s).

4. DISCLAIMER OF WARRANTIES.

THE SITE AND ITS CONTENTS ARE PROVIDED BY GIDEON ON AN "AS IS", "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GIDEON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION MADE AVAILABLE THEREBY, USE OF OR THE RESULTS OF THIS SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. GIDEON SHALL HAVE NO LIABILITY FOR ANY INTERRUPTIONS IN THE USE OF THIS SITE. GIDEON DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SITE, INCLUDING WITHOUT LIMITATION THE INFORMATION PROVIDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE THE ABOVE-REFERENCED EXCLUSION MAY NOT APPLY TO YOU. GIDEONS OBLIGATIONS WITH RESPECT TO ITS PRODUCTS AND SERVICES ARE GOVERNED SOLELY BY THE TERMS AND CONDITIONS OF THE AGREEMENTS UNDER WHICH THEY WERE PROVIDED AND NOTHING ON THIS SITE SHOULD BE CONSTRUED TO MODIFY SUCH AGREEMENTS.

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL GIDEON OR THIRD PARTIES MENTIONED ON THIS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS DATA OR BUSINESS INTERRUPTION, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF GIDEON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.



6. INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD GIDEON, ITS AFFILIATES, OFFICERS AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR USE OF THE SITE OR CONTENT PROVIDED VIA THE SITE IN VIOLATION OF THIS AGREEMENT, OR INFRINGEMENT BY YOU, OR OTHER USER OF THE SITE USING YOUR COMPUTER, OF ANY INTELLECTUAL PROPERTY OR ANY OTHER RIGHT OF ANY PERSON OR ENTITY.

7. MODIFICATIONS AND INTERRUPTION TO SERVICE

Gideon reserves the right to modify or discontinue the Site or any content or services made available via the Site, in whole or in part, with or without notice. Gideon shall not be liable to you or any third party should Gideon exercise its right to modify or discontinue the Site service. You acknowledge and accept that Gideon does not guarantee continuous, uninterrupted or secure access to our Site and operation of our Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

8. USER FORUMS

As a registered user of the Site, you will be allowed to submit content to be posted on the Site from time to time ("User Content"). Unless portions of the Site expressly state information will not be made available to other users, any User Content submitted to the Site will be made available to other users of the Site. Do not submit User Content if you do not want other users to have access to it.

By submitting User Content to the Site, you grant Gideon the non-exclusive, royalty-free, perpetual, irrevocable, transferable and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, sell, perform and display such User Content (in whole or part) worldwide and/or to incorporate it (and all ideas or suggestions included therein) in other works in any form, media, or technology now known or later developed. You warrant you have all rights necessary or appropriate to disclose such User Content and post it to the Site, and that submitting the User Content will not violate the rights of any third party, including without limitation any proprietary or privacy rights. You agree you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, without permission of the owner of such rights.

Gideon may, but is under no obligation to, monitor or review any areas on the Site where users transmit or post communications or communicate solely with each other, including but not limited to chat rooms, bulletin boards or other user forums. However, Gideon will have no liability related to the User Content, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. Gideon retains the right to remove messages that include any material Gideon in its sole discretion deems abusive, defamatory, obscene, infringing the proprietary or privacy rights of any party or otherwise unacceptable. All User Content is provided AS IS, without warranty of any kind.

9. THIRD-PARTY SITES

Our Site may include links to other sites on the Internet that are owned and operated by third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible for any matters concerning such Sites. We encourage all you to review said privacy policies of third-parties' Sites.

10. GOVERNING JURISDICTION OF THE COURTS GEORGIA

Our Site is operated and provided in the State of Georgia. As such, we are subject to the laws of the State Georgia, and such laws will govern this of this Agreement and your use of the Site, without giving effect to any conflict of law rules. We make no representation that our Site or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State Georgia.

11. COMPLIANCE WITH LAWS.

You assume all knowledge of applicable law and are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation. You agree to the exclusive jurisdiction of the state and federal courts located in the metropolitan area of Atlanta, Georgia.

12. COPYRIGHT AND TRADEMARK INFORMATION



The materials on this Site are copyrighted and any unauthorized use of any materials on this Site may violate copyright, trademark, and other laws. Such content is the property of Gideon and/or third parties and is protected by intellectual property rights with all rights reserved. Any use of materials on the Site without prior written permission of an authorized officer of Gideon is strictly prohibited. You agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of Gideon.

Gideon Technologies, Inc, gideontechnologies.com and SecureFusion are proprietary marks of Gideon. Gideon's trademarks may not be used in connection with any product or service that is not provided by Gideon, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Gideon.

13. NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT

Gideon designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail
Attn: Chief Executive Officer
Gideon Technologies, Inc.
925 North Point Parkway, Suite 120
Alpharetta, GA 30005

By Telephone: 678.317.4300

By Email: Imorris "at" gideontechnologies.com

14. OTHER TERMS

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by Gideon, in our sole discretion, to a third party in the event of a merger or acquisition. The terms of this Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us. You agree that by accepting this the terms of this Agreement, you are consenting to the use and disclosure of personally identifiable information and other practices described in our Privacy Policy.