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8. RULES FOR POSTING QUESTIONS AND COMMENTS IN FORUMS AND PUBLIC AREAS

Intersections does not control the content or communications of any of the public areas on the Site. However, Intersections reserves the right to monitor public areas, forums, and comment areas to ensure the content and communications in such areas are within the spirit of the purpose of the Site and do not otherwise violate these Terms of Use. Specifically, the following actions will constitute a material breach of these Terms of Use:

- a. Posts that contain your full name(s), or any other confidential identifiable information of yourself or others;
- b. Using a public area for any purpose in violation of local, state, federal, or international laws;
- c. Posting material that infringes on the rights of others, including copyrights, trademarks, trade secrets, publicity or privacy rights;
- d. Posting material that is unlawful, obscene, derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Intersections in its sole discretion;

- e. Posting advertisements, solicitations or spam links to other web sites or individuals, without prior written permission from Intersections;
- f. Posting chain letters or pyramid schemes;
- g. Impersonating another business, person or entity, including Intersections, its related entities, employees and agents;
- h. Registering under more than one name;
- i. Distributing viruses or other harmful computer code;
- j. Harvesting or otherwise collecting information about others, including email addresses, without their consent;
- k. Allowing any other person or entity to use your identification for posting or viewing comments;
- l. Posting any communications that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- m. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the public area or the Site, or which, in the judgment of Intersections, exposes Intersections or any of its customers, partners or suppliers to any liability or detriment of any type;
- n. After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);

Users who violate these terms shall be liable for any claim, action, damage or harm caused to Intersections, the user and any other injured party. Furthermore, Intersections may terminate the account of any person who violates these Terms of Use and the rules provided above.

9. MONITORING

We shall have the right, but not the obligation, to monitor the content of the Site to determine compliance with these Terms of Use and any other operating rules that may be established by us from time to time. We shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Site. Without limiting the foregoing, we shall have the right, but not the obligation, to remove any material that we, in our sole discretion, find to be in violation of the provisions hereof, otherwise objectionable or stale.

Notwithstanding this right of ours, users shall remain solely responsible for the content of their messages. You acknowledge and agree that neither us nor any of our sponsors or paid contributors

("Partners") shall assume or have any liability for any action or inaction by us with respect to any conduct within the Site or any communication or posting on the Site.

10. ENFORCEMENT OF THESE TERMS OF USE

In the event that any of the terms of these Terms of Use have been breached or any rule stated above violated, Intersections reserves the right (but is not obligated) to do any or all of the following:

- a. Record the dialogue in public areas on the Site.
- b. Investigate an allegation that a communication does not conform to these Terms of Use and determine in its sole discretion to remove or request the removal of the communication.
- c. Remove communications that it determines, in its sole discretion, to be abusive, illegal, or disruptive, or that otherwise fail to conform to these Terms of Use.
- d. Terminate a user's access to any portions or pages of the Site.
- e. Monitor, edit, or disclose any communication made on the Site.
- f. Edit or delete any communication posted on the Site, regardless of whether such communication violates these Terms of Use.

Intersections reserves the right to take any other action it deems necessary to protect the personal safety of our guests, visitors, or the public.

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13. INDEMNIFICATION

By using the Site you agree to indemnify and hold Intersections, its officers, directors, employees, affiliates, Partners, agents, attorneys, representatives and members harmless from any and all losses, damages, liabilities, claims, demands, suits, or causes of action (including reasonable attorneys' fees and costs) arising from your use or misuse of the Site.

14. PASSWORDS

Registration as a user or subscriber with the Site may require both a user name and a password, and certain portions of the Site may require use of multiple one time or persistent passwords. You should consider your user names and passwords as confidential information. Anyone with knowledge of both your user name and password can gain access to the restricted portions of the Site and to your account. You must keep your user name and password confidential. You shall immediately notify us if you become aware of any loss or theft of your password or any unauthorized use of your user name and password. WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO

COMPLY WITH THESE OBLIGATIONS. We reserve the right to delete or change a user name or password at any time and for any reason.

15. PRIVACY

We collect personal information on the Site, which is subject to the terms of our privacy statement, located at <http://www.idguardian.com/privacy-policy.pdf>.

16. CHILDREN AND TEENS

The Site is not intended for use by persons under the age of 18. By submitting information to the Site, you have indicated that you are at least 18 years old or older.

17. LINKS TO EXTERNAL SITES

The Site may contain links to other web sites. We are not responsible for the availability of these external sites nor does it endorse the activities or services provided by these web sites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods or services available on such external web sites.

18. PROCEDURE FOR MAKING A CLAIM OF COPYRIGHT INFRINGEMENT

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, please follow the instructions below on how to contact us to report possible copyright infringement.

Please provide the following information to our Copyright Agent:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

19. CHOICE OF LAW

These Terms of Use are governed by the laws of the Commonwealth of Virginia, USA, exclusive of its choice of law principles. ANY CLAIM, ACTION OR DISPUTE ARISING OUT OF OR RELATING TO THE SITE OR OTHERWISE BETWEEN YOU AND US SHALL BE SETTLED BY BINDING ARBITRATION IN WASHINGTON, D.C., IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. NEITHER YOU NOR WE MAY CONSOLIDATE OR JOIN ANY CLAIM OR ACTION IN

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PLEASE NOTE THAT BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE COMMONWEALTH OF VIRGINIA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE COMMONWEALTH OF VIRGINIA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

20. TERMINATION

We shall have the right to immediately terminate these Terms of Use with respect to any user which we, in our sole discretion, consider to be unacceptable, or in the event of any breach by you of this Agreement. The provisions of Sections 2, 3, 4, 5, 7, 11, 12, 13, 18 and 19 shall survive termination of this Agreement.

Effective Date: August 6, 2009

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