

Phantom EFX Terms Of Use

Phantom EFX Inc. ("Phantom EFX") welcomes you. Phantom EFX provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. In addition, when using particular Phantom EFX owned or operated services, you and Phantom EFX shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules incorporated by reference into the TOS..

YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Phantom EFX has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Phantom EFX has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

PHANTOM EFX PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing, and use by Phantom EFX and its affiliates.

MEMBER ACCOUNT, PASSWORD AND SECURITY

When you complete Phantom EFX Online's registration process, you create a Phantom EFX Online Account and become an Phantom EFX Online Member ("Member"). Your Account allows you to participate in certain games and activities on PHANTOM EFX Online. To create an Account, you must select a login name and password. Your login name is your PHANTOM EFX Online identity. You may not use a login name that is used by someone else, and your login name cannot be vulgar, or otherwise offensive, or be used in any way that violates the Terms of Service. You may not provide false information during the registration process. You must provide truthful and accurate information in creating your PHANTOM EFX Online Account.

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your

password or account. You agree to (a) immediately notify Phantom EFX of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Phantom EFX cannot and will not be liable for any loss or damage arising from your failure to comply with this Section

Charges and Billing

You must have a PHANTOM EFX Online Account and pay the subscription or other fees to participate in our premium services. If you must pay a subscription fee to access part of our Service or play a particular game, this information will be posted on PHANTOM EFX Online. Subscription fees and other billing information are published in the Account and Billing Support pages at Phantom EFX.com.

YOUR SUBSCRIPTION FEES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART.

PHANTOM EFX reserves the right to change our fees or billing methods at any time and PHANTOM EFX will provide notice of any such change at Phantom EFX thirty (30) days in advance. All changes will be posted on PHANTOM EFX Online and you are responsible for reviewing the billing section of PHANTOM EFX Online to obtain timely notice of such changes. Your continued use of the Service of thirty (30) days after posting of the changes on PHANTOM EFX Online means that you accept such changes. If any change is unacceptable to you, you may cancel your subscription at any time, but PHANTOM EFX will not refund any fees that may have accrued to your Account before cancellation of your subscription, and we will not prorate fees for any subscription. If your use of our services is subject to use or sales tax, then PHANTOM EFX may also charge you for any such taxes, in addition to the subscription or other fees published in the billing section of PHANTOM EFX Online. For further information please refer to the Account and Billing Support pages at Phantom EFX.com.

A. Payment Options.

You may pay for subscriptions by Credit Card, or Check Payment. Subscriptions paid by Credit Card will automatically renew, unless you affirmatively cancel your subscription. For further information please refer to the Account and Billing Support pages at Phantom EFX.com.

Credit Card

You may use a credit card to pay for your subscription(s). When you provide credit card information to PHANTOM EFX, you represent to PHANTOM EFX that you are the authorized user of the credit card that is used to pay subscription or other fees. Each month that you have an PHANTOM EFX Online Account, you agree and reaffirm that PHANTOM EFX is authorized to charge your credit card for the subscription fee. You agree to promptly notify PHANTOM EFX of any changes to your credit card account

number, its expiration date and/or your billing address, and you agree to promptly notify PHANTOM EFX if your credit card expires or is canceled for any reason.

As the Account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends. This means that, unless your Account or credit card information is obtained unlawfully or fraudulently by someone other than those authorized by you to use your Account, you will be responsible for all usage and purchases on your Account.

Check Payments

Check Payments are currently only available to residents inside the U.S. and require a valid checking account and driver's license. To pay by Check, please contact Account and Billing Support pages at Phantom EFX.com

MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Phantom EFX, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Phantom EFX does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Phantom EFX be liable in any way for any Content, including, but not limited to, for 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 posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

1. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, a Phantom EFX official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
5. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
7. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid

- schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such
8. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 9. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
 10. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
 11. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
 12. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
 13. "stalk" or otherwise harass another; and/or
 14. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through n above.

You acknowledge that Phantom EFX may or may not pre-screen Content, but that Phantom EFX and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, Phantom EFX and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Phantom EFX including without limitation information in Phantom EFX Message Boards, and in all other parts of the Service.

You acknowledge, consent and agree that Phantom EFX may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Phantom EFX, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by Phantom EFX and/or content providers who

provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your Phantom EFX I.D.), use of the Service, or access to the Service.

GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Phantom EFX may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Phantom EFX's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Phantom EFX has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Phantom EFX reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Phantom EFX reserves the right to modify these general practices and limits from time to time.

MODIFICATIONS TO SERVICE

Phantom EFX reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Phantom EFX shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

TERMINATION

You agree that Phantom EFX may, *under certain circumstances and without prior notice*, immediately terminate your Phantom EFX account, any associated email address, and

access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) you have engaged in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your Phantom EFX account includes (a) removal of access to all offerings within the Service, including but not limited to Phantom EFX Mail, Groups, Messenger, Chat, Domains, Personals, Auctions, Message Boards, Greetings, Alerts and Games, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Further, you agree that all terminations for cause shall be made in Phantom EFX's sole discretion and that Phantom EFX shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the Service.

PHANTOM EFX'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Phantom EFX or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Phantom EFX grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Phantom EFX for use in accessing the Service.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Phantom FX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2. PHANTOM EFX MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PHANTOM EFX OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PHANTOM EFX SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YAHOO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

NOTICE

Phantom EFX may provide you with notices, including those regarding changes to the TOS, by either email, regular mail, or postings on the Service.

GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and Phantom EFX and governs your use of the Service, superseding any prior agreements between you and Phantom EFX with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Phantom EFX services, affiliate services, third-party content, or third-party software.

Choice of Law and Forum. The TOS and the relationship between you and Phantom EFX shall be governed by the laws of the State of IOWA without regard to its conflict of law provisions. You and Phantom EFX agree to submit to the personal and exclusive jurisdiction of the courts located within the state of IOWA

Waiver and Severability of Terms. The failure of Phantom EFX to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your Phantom EFX account is non-transferable and any rights to your Phantom EFX I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

26. VIOLATIONS

Please report any violations of the TOS to support@Phantom EFX.com