



User Terms of Use
(Please Read This Information Carefully)

Effective Date: December 12, 2005

Thank you for visiting www.bethebubble.com. The Risner Naukam Family of Services (RNSA, RNDG and RNFS) is centrally located in the Dallas-Ft. Worth, TX metroplex and was founded in 1999. Our strategic marketing, business management consulting and creative services offerings have helped companies increase revenue by communicating more effectively with existing and prospective customers while developing proven programs and processes to effectively manage client's internal operations.

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DEFINITIONS

1. **AFFILIATE:** An Affiliate of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2. RNSA: The strategic marketing and business management consulting practice for the Risner Naukam Family of Services.
3. RNDG: The creative services practice for the Risner Naukam Family of Services.
4. RNFS: The financial services practice for the Risner Naukam Family of Services.
5. FINANCIAL ADVISOR: A person or organization employed by an individual or mutual fund to manage assets or provide investment advice.
6. USER: Any individual, person or entity who has corresponded with RNSA, RNDG or RNFS in the past, completed forms on the Web site or requested information about services.
7. WORK PRODUCT: All material designed and developed by RNSA, RNDG or RNFS including, but not limited to, documents, print or digital imagery, taglines, content, plans, source code and other electronic files.
8. COMPANIES: A business enterprise; a firm.
9. SPAM: Spam is unsolicited (unwanted) email. It can be anything from honest solicitations from legitimate businesses who have made the mistake of believing that people will welcome their message, to outrageous, obnoxious or illegal schemes to make money in various ways.

WHO WE ARE

The Risner Naukam Family of Services (RNSA, RNDG and RNFS) is centrally located in the Dallas-Ft. Worth, TX metroplex and was founded in 1999. Our strategic marketing, business management consulting and creative services offerings have helped companies increase revenue by communicating more effectively with existing and prospective customers while developing proven programs and processes to effectively manage client's internal operations.

Further, any information you provide can be updated or deleted from our database by contacting our Customer Service Department. To make this request, please contact us in writing:

ATTN: Customer Service Department
RNSA
PO Box 985
Euless, TX 76039

TERMS OF USE

www.bethebubble.com is a Web site best viewed using a contemporary browser (Internet Explorer, Netscape, Mozilla, etc.). Use of this Web site, and information distributed in conjunction with this Web site, including without limitation the Risner Naukam Family of Services e-mail notification service, is offered to you on your acceptance of these Terms of Use, our Privacy Policy and other notices posted on this Web site. Your use of this Web site or of any content presented in any and all areas of the Web site indicates your acknowledgment and agreement to these Terms of Use, our Privacy Policy and other notices posted on this Web site. If you do not agree to be bound by and comply with all of the foregoing, you may not access or use our process, services, or Web site.

The Risner Naukam Family of Services shall have the right, at its sole discretion, to modify, add or remove any terms or conditions of these Terms of Use without notice or liability to you. You agree to review these Terms of Use from time to time and agree that any subsequent use by you of this Web site following changes to these Terms of Use shall constitute your acceptance of all such changes.

These Terms of Use were last modified on December 12, 2005.

DISCLAIMER

This Web site is for informational and management purposes only and is not intended to provide specific commercial, financial, investment, accounting, tax, or legal advice. It is provided to you solely for your own personal, business use and not for purposes of resale, distribution, public display or performance, or any other uses by you in any form or manner whatsoever. Unless otherwise indicated on this Web site, you may display, download, archive, and print a single copy of any information on this Web site, or otherwise distributed from www.bethebubble.com, for such personal, business use, provided it is done pursuant to the User Conduct and Obligations set forth herein.

The performance of this Web site and all information contained on, downloaded or accessed from this Web site are provided to you on an "as is" basis, without warranties of any kind whatsoever, including any implied warranties or warranties of merchantability, fitness for a particular purpose or non-infringement of the rights of third parties. The Risner Naukam Family of Services shall be not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof including any injury or damage to your or any other person's computer as a result of using this Web site.

The Risner Naukam Family of Services reserves the right, at its sole discretion, to modify, disable access to or discontinue, temporarily or permanently, any part or all of this Web site or any information contained thereon without liability or notice to you.

As a visitor to our Web site, you acknowledge and agree that any reliance on or use by you of any information available on this Web site shall be entirely at your own risk. In no event shall The Risner Naukam Family of Services nor any of its data providers be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this Web site, even if The Risner Naukam Family of Services or such provider has been advised of the possibility of such damages.

ANTI-SPAM POLICY

We have a strict anti-spam (unsolicited mass e-mail) policy and prohibit the use of our services for sending unsolicited commercial messages or messages where the recipient objects to the content or to the receipt of the message in general. We prohibit use of our services in connection with the sending of the same or substantially similar unsolicited electronic mail messages, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of our service. Our equipment or any electronic mail address associated with us, our clients or referrals. Forging any message header, in part or whole, of any electronic transmission, originating or passing through our services is prohibited. If we receive complaints that a user has participated in such abuse, an investigation will be initiated and action will be taken up to and including termination of service.

By the same token, we send mail to clients or others who have corresponded with or signed up to receive information from the Risner Naukam Family of Services.

PRIVACY POLICY

We put the power of technology to work for you. Our Web site is designed with the latest technology to ensure any information you submit is totally confidential. You should read this Privacy Policy carefully and contact us in writing at the following e-mail address if you have any questions at info@bethebubble.com.

You have read and agree to all of the terms and conditions of our Privacy Policy.

CONFIDENTIALITY AND TRANSMISSIONS OVER THE INTERNET

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not secure, and is subject to possible loss, interception or alteration while in transit. Accordingly, we do not assume any liability for any damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly accessible networks, such as transmissions involving the exchange of e-mail with us (including those which may contain your personal information). While we shall take commercially reasonable efforts to safeguard the privacy of the information you provide us and treat such information in accordance with our Privacy Policy, in no event will the information you provide to us be deemed to be confidential, create any fiduciary obligations to you on our part, or result in any liability to you on our part in the event that such information is inadvertently released by us or accessed by third parties without our consent.

USER CONDUCT AND OBLIGATIONS

You agree to follow all applicable laws and regulations when using this Web site. Furthermore, you agree that you shall not:

- a) upload, post or otherwise transmit through or to this Web site any content that:
 1. is unlawful, abusive, threatening, harmful, obscene, lewd, offensive, defamatory or otherwise objectionable;
 2. might infringe the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others;
 3. contains any viruses, trojan horses, time bombs, or any other harmful programs or elements;
- b) disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of our Web site, its computer systems, servers or networks;
- c) provide false information about yourself to us, impersonate any other person, or otherwise attempt to mislead others about your identity or the origin of any content, message or other communication;
- d) transmit junk mail, chain letters, or other unsolicited bulk e-mail or duplicative messages;
- e) collect information about other visitors to our Web site without their consent or otherwise systematically extract data or data fields, including without limitation any financial data, e-mail addresses or personal information;
- f) sell access to or the use of this Web site, including any content contained on, downloaded or accessed from this Web site, except as specifically permitted in writing by The Risner Naukam Family of Services;
- g) redistribute any content, including financial data, provided by us in any manner whatsoever including by means of printed publication, fax broadcast, Web pages, e-mail, Web newsgroups or forums, or any other electronic or paper-based service or method;
- h) intentionally alter the format in which data is provided by us or otherwise circumvent our regular interfaces to such data; and
- i) embed or import any data provided by us into any information services (whether or not Web-based), data files or application software, including without limitation accounting and payroll systems, except as specifically permitted in writing by The Risner Naukam Family of Services;
- j) engage in any practices that could be construed as predatory.

By uploading, posting or otherwise transmitting through or to our Web site any content, you grant to us, our successors and assignees, a non-exclusive, world-wide, royalty free, perpetual, non-revocable license to use or distribute such content in any manner otherwise than as stated in our Privacy Policy.

GROUNDS FOR DISMISSAL

RNSA reserves the right to remove, at any time, from The Risner Naukam Family of Services any The Risner Naukam Family of Services participant who fails to comply with any portion of the Terms of Use. The offending participant will be notified by e-mail.

INDEMNIFICATION BY USER

You agree to indemnify, defend and hold us and our affiliates, business partners, officers, directors, employees and agents harmless from any loss, liability, claim, demand, damage, or expense (including reasonable legal fees) asserted by any third party relating in any way to your use of this Web site or breach of these Terms of Use. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations.

THIRD PARTY WEB SITES, CONTENT AND PRODUCTS AND SERVICES

Links or pointers to other Web sites and references to products and services offered by third parties are provided to you for convenience only and do not constitute an endorsement or approval by us of (i) the organizations that operate such Web sites; (ii) the content, privacy policies or other terms of use on such Web sites; or (iii) such third party products and services. As we have no control or responsibility over Web sites or content maintained by other organizations, or for products and services offered by third parties, we do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

PROPRIETARY RIGHTS

The Risner Naukam Family of Services, related demos, process diagrams, artwork, logo and other identifying marks of The Risner Naukam Family of Services are and shall remain the trade-marks and trade names and exclusive property of Risner Naukam Solution Architects, and any unauthorized use of these marks is unlawful. Other trademarks on this Web site are the property of their respective owners. All content on this Web site, including without limitation all programs, compiled binaries, interface layout, interface text, documentation and graphics, is the copyrighted property of Risner Naukam Solution Architects and is protected by international copyright law. The content on this Web site may be used by you only for your personal, business use as provided for in these Terms of Use, but may not be taken out of context or presented in a misleading or discriminatory manner. We reserve any rights not expressly granted to you.

NOTICE OF COPYRIGHT INFRINGEMENT

Our policy is to comply with all intellectual property laws and to act expeditiously upon receiving any notice of claimed infringement. If you believe that your work has been reproduced on this Web site in a manner that constitutes copyright infringement, please provide a notice of copyright infringement containing all of the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner for the purposes of the complaint.
2. Identification of the copyrighted work claimed to have been infringed.
3. Identification of the material on our Web site that is claimed to be infringing or to be the subject of infringing activity.
4. The address, telephone number or e-mail address of the complaining party.
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

6. A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

All notices of copyright infringement should be sent to:

The Risner Naukam Family of Services

PO Box 985

Eules, TX 76039

Attention: Intellectual Property Manager

Fax: 817-796-1908

E-Mail: info@bethebubble.com

IMPORTANT: We at the Risner Naukam Family of Services are committed to establishing our services in as many languages as possible. However, our company is based in the United States of America and our staff is English-speaking. We apologize, but we can only correspond in English at this time.

GENERAL

If any provision of these Terms of Use is held invalid or unenforceable in any respect by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms of Use shall continue in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision of these Terms of Use.

You agree that these Terms of Use, our Privacy Policy and other notices posted on this Web site have been drawn up in English. Although translations in other languages of any of the foregoing documents may be available, such translations may not be up to date or complete. Accordingly, you agree that in the event of any conflict between the English language version of the foregoing documents and any other translations thereto, the English language version of such documents shall govern.

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Texas and the parties agree to the jurisdiction and venue of the U.S. District Courts for the Northern District of Texas, Fort Worth division or the Texas State Courts located in Tarrant County, Texas.

CONTACT

If you have any questions or concerns about our Web site or these Terms of Use, please feel free to contact us at info@bethebubble.com.

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