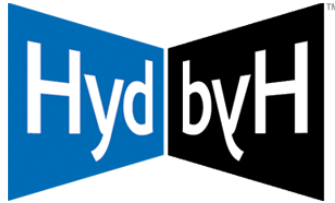


Conditions Of Use



AGREEMENT BETWEEN USER AND HydbyH

The HydbyH website is comprised of various web pages operated by HydbyH LLC.

The HydbyH website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

Your use of the HydbyH website constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

HydbyH reserves the right to change the terms, conditions, and notices under which the HydbyH website is offered, including but not limited to the charges associated with the use of the HydbyH website.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the HydbyH website, you warrant to HydbyH that you will not use the HydbyH website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the HydbyH website in any manner which could damage, disable, overburden, or impair the HydbyH website or interfere with any other party's use and enjoyment of the the HydbyH website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the HydbyH website.

TERMINATION / ACCESS RESTRICTION

HydbyH reserves the right, in its sole discretion, to terminate your access to the HydbyH website and the related services or any portion thereof at any time, without notice.

GENERAL

To the maximum extent permitted by law. You agree that no joint venture, partnership, employment, or agency relationship exists between you and HydbyH as a result of this agreement or use of the HydbyH website. HydbyH's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of HydbyH's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the HydbyH website or information provided to or gathered by HydbyH with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and HydbyH with respect to the HydbyH website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and HydbyH with respect to the HydbyH website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents are drawn up in English.

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