

Please Read the following Terms of Use and Disclaimers carefully before using this Web Site.

Acceptance of Terms

This web site (the "site") is operated by FCX3 INC. ("FCX3 "). Throughout the site, the terms "we," "us" and "our" refer to FCX3. FCX3 offers this site, including all information, tools and services available from this site, to you, the user, conditioned upon your acceptance of all the terms, conditions, policies and notices stated here. Your use of this site constitutes your agreement to these Terms of Use. If you do NOT agree to these Terms of Use, please do NOT use this site.

Accuracy and Completeness of Information

FCX3 is not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on the site. You agree that it is your responsibility to monitor changes to the site.

Your Use of the Site

All content on this site (including, without limitation, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software) is the exclusive property of and owned by FCX3 , its licensors or its content providers and is protected by copyright, trademark and other applicable laws. You may access, copy, download and print the material contained on the site for your personal and non-commercial use, provided you do not modify or delete any copyright, trademark or other proprietary notice that appears on the material you access, copy, download or print. Any other use of content on the site, including but not limited to the modification, distribution, transmission, uploading, licensing, or the creation of derivative works from, any material, information, software, products or services obtained from the site, is expressly prohibited. FCX3 or its licensors or content providers retain full and complete title to the material provided on the site, including all associated intellectual property rights, and provide this material to you under a license that is revocable at any time in FCX3's sole discretion. FCX3 neither warrants nor represents that your use of materials on this site will not infringe rights of third parties not affiliated with FCX3.

As a condition of your use of the site, you will not use the site for any purpose that is unlawful or prohibited by these Terms of Use or any applicable laws.

Materials You Submit

You acknowledge that you are responsible for any material you may submit via the site, including the legality, reliability, appropriateness, originality and copyright of any such material. You may not upload to, distribute or otherwise publish through this site any content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the site.

If you do submit material, and unless we indicate otherwise, you grant FCX3 and its affiliates an unrestricted, nonexclusive, royalty-free, perpetual, and irrevocable and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such material throughout the world in any media. You further agree that FCX3 is free to use any ideas, concepts, know-how that you or individuals acting on your behalf provide to FCX3. You grant FCX3 and its affiliates the right to use the name you submit in connection with such material, if they so choose. All personal information provided via this site will be handled in accordance with the site's online Privacy Policy. You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify FCX3 for all claims resulting from content you supply.

Disclaimers

Your use of this site is at your sole risk. The site is provided on an "as is" basis.

FCX3 expressly disclaims any warranty of any kind, whether express or implied, as to any matter whatsoever relating to this Site, including without limitation the implied warranty of merchantability, fitness for any particular purpose or non-infringement.

If you download any material from this site, you do so at your own discretion and risk. You are responsible for any damage to your computer system or loss of data that results from the download of any such material.

Limitation of Liability

IN NO EVENT AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL FCX3 BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE INFORMATION CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER FCX3 NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH FCX3 IS TO DISCONTINUE YOUR USE OF THE SITE. YOU AND FCX3 AGREE THAT

ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold FCX3 harmless from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from and related to your use of the Site.

Copyright Notice

Unless otherwise noted, the graphic images, buttons and text contained in this Site are the exclusive property of FCX3 and its subsidiaries. Except for personal use, these items may not be copied, distributed, displayed, reproduced, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise without prior written permission of FCX3.

Trademarks

This Site features logos, brand identities and other trademarks and service marks (collectively, the "Marks") that are the property of, or are licensed to FCX3 and its subsidiaries or its licensors or content providers. All of these Marks are the property of their respective owners. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Mark displayed on this Site without written permission of FCX3 or any such third party that may own a Mark displayed on the Site. FCX3 reserves all rights not expressly granted in and to the site and its content. This site and all of its content, including but not limited to text, design, graphics, interfaces and code, and the selection and arrangement thereof, is protected as a compilation under the copyright laws of the United States and other countries.

Links to Third Party Sites

As a convenience to users, this Site may link to other sites owned and operated by third parties and not maintained by FCX3. However, even if such third parties are affiliated with FCX3, FCX3 has no control over these linked sites, all of which have separate privacy and data collection practices and legal policies independent of FCX3. FCX3 is not responsible for the contents of any linked sites and does not make any representations regarding the content or accuracy of material on such sites. Viewing such third party sites is entirely at your own risk.

Cautionary Language Regarding Forward-Looking Statements

This Site may contain statements, estimates or projections that constitute "forward looking statements" as defined under U.S. federal securities laws. Any such forward looking statements are inherently speculative and are based on currently available information, operating plans and projections about future events and trends. As such, they are subject to numerous risks and uncertainties. Actual results and performance may be significantly different from FCX3's historical experience and our present expectations or projections. FCX3 undertakes no obligation to publicly update or revise any forward-looking statements.

Jurisdiction

FCX3 maintains and operates this Site from its offices in Houston, Harris County, United States of America. These Terms of Use are governed and interpreted under the laws of the State of Texas, United States of America. By using this site you consent to the jurisdiction of the courts located in Houston, Harris County, TX United States for any action arising from these Terms of Use. If any portion of these Terms of Use is deemed unlawful, void, or unenforceable, then that part shall be deemed severable and shall be construed in accordance with applicable law.

Such a term will not affect the validity and enforceability of any remaining provisions. FCX3's failure to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and shall not limit FCX3's rights with respect to such breach or any subsequent breaches.