

## 1. INTRODUCTION

Welcome to the Internet site ("**our Site**") of Invasion Interactive Ltd. ("**we**," "**us**" or "**our**").

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR SITE.** By using our Site, you signify your agreement to these terms of use. If you do not agree to these terms of use, you may not use our Site. We reserve the right, in our sole discretion, to change, modify, add or delete portions of these terms of use at any time in accordance with the procedures set forth below in section 16 labeled "Amendment."

## 2. CONSIDERATION

You acknowledge that these terms of use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of our Site and receipt of data, materials and information available at or through our Site.

These terms of use apply to each visitor to and user of our Site, including unregistered and registered users and paying subscribers (individually "User" and collectively, "Users"). Certain additional terms apply to paying subscribers which are set forth below.

## 3. RESTRICTIONS ON USE OF MATERIALS

All information, content and materials contained on our Site are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, service marks, trade names, and trade dress are proprietary to us and/or our licensors or licensees. No information, content or material from our Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that you may download one copy of the information, content or materials on any single computer for your personal, noncommercial home use only, provided that (a) you keep intact all copyright and other proprietary notices, (b) you make no modifications to the information, content or materials, (c) you do not use the information, content or materials in a manner that suggests an association with any of our products, services or brands, and (d) you do not download information, content or materials so as to avoid future downloads from our Site. The unauthorized use of any information, content or materials on our Site on any other Web site or computer environment is prohibited.

Our Site is only for your personal use. You may not use our Site for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion.

In the event that you download software from our Site, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**") are licensed to you by us for your personal,

noncommercial home use only. We do not transfer title to the Software to you. You may own the medium on which the Software resides, but we or our third-party licensors retain full and complete title to the Software and all intellectual property rights therein. You may not redistribute, sell, auction, decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

From time to time, we may provide you with updates or modifications to the Software ("Patches"). You understand that in order to continue using the Software, you must accept and install all Patches that you receive from us.

#### **4. USER-GENERATED CONTENT**

If you submit, post or otherwise send us any information, content or materials including, without limitation, data, text, messages, files, images, photographs, videos, audiovisual works, postings, your and/or other persons' names, likenesses, usernames, profiles, and/or other biographical information or material, and any other materials, as well as links to data, text, files, images, photographs, videos, audiovisual works, sound recordings, postings, your and/or other persons' names, likenesses, usernames, profiles and other biographical information or material, web pages and any other materials (collectively, "**User-Generated Content**"), we (and our licensees, distributors, agents, representatives and other authorized users) shall be entitled to unrestricted use of such User-Generated Content for any purpose whatsoever, commercial or otherwise, without the requirement of any permission from or payment to you or to any other person or entity. No User-Generated Content shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any User-Generated Content.

Without limiting the foregoing, you hereby grant us (and our licensees, distributors, agents, representatives and other authorized users), without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, edit, alter, modify, adapt, translate, and create derivative works based upon such User-Generated Content, in whole or in part, in all media formats and channels now known or hereafter devised for any and all purposes including, without limitation, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you and with or without attribution.

We respect the intellectual property rights of others. You may not upload or post on our Site any User-Generated Content protected by copyright, trademark or other intellectual property rights (the "Intellectual Property Rights") unless (i) you are the owner of the Intellectual Property Rights; or (ii) you have the prior written consent of the owner(s) of the Intellectual Property Rights to make such use of the applicable User-Generated Content. We may, without prior notice to you, remove from our Site any User-Generated Content that we in our sole business judgment believe may infringe the Intellectual Property Rights of a third party, although we have no duty to do so.

You acknowledge and agree that we do not endorse any User-Generated Content and we are not responsible or liable for any User-Generated Content, even though it may be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or may infringe upon the intellectual property or other rights of another.

## **5. REGISTRATION INFORMATION AND SECURITY**

You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the "**Registration Data**"). If you provide any information that does not satisfy this provision, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your account and refuse any and all current or future use of our Site (or any portion thereof).

Upon completing the registration process, you will receive an account and select a password. You are responsible for maintaining the confidentiality of your password and account, and you are fully responsible for all activities that occur under your password or account. In the event of any unauthorized use of your password or account or any other breach of security, you agree (a) to promptly notify us at [privacy@invasioninteractive.com](mailto:privacy@invasioninteractive.com) of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to our Site. In addition, you agree to exit from your account at the end of each session.

We explicitly disclaim liability for any and all losses and damages arising from your failure to comply with this section.

## **6. PUBLIC FORUMS AND COMMUNICATION**

"**Public Forum**" means an area, site or feature offered as part of our Site that enables users or visitors of our Site (a) to submit, post, display and/or view User-Generated Content and/or (b) to communicate, share or exchange User-Generated Content with other Users, visitors and members of the general public including, without limitation, a chat area, message board, instant messaging, mobile messaging, e-mail function (including, but not limited to, electronic greeting cards and send-a-friend e-mails).

You acknowledge that anything you submit to our Site by way of any Public Forum may be routed through our servers, the servers of one or more third parties on our behalf and the Internet, and may be viewed on the Internet by the general public and that, therefore, you have no expectation of privacy with regard to any such submission. You acknowledge that Public Forums and features offered therein are for public and not private communications. Please keep in mind that whenever you give out personal information online, through any media, including without limitation, a Public Forum, that information can be collected and used by people you don't know. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

You are and shall remain solely responsible for the User-Generated Content submitted and/or posted under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting same. You acknowledge that the use of User-Generated Content posted in any Public Forum is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith.

We reserve the right to screen, refuse to post, remove or edit User-Generated Content at any time and for any or no reason in our absolute and sole discretion without prior notice, although we have no duty to do so or to monitor any Public Forum. If we elect to screen User-Generated Content, there may be a delay in the posting of such content in a Public Forum to allow for a review process. If we have questions about your User-Generated Content including, without limitation, the copyright, we may contact you for further information including, for example, to verify that you own the copyright or otherwise obtained permission to post the material.

When participating in a Public Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated with. Information obtained in a Public Forum may not be reliable, and it is not a good idea to take any action, including to trade or make any investment decisions, based solely or largely on information you cannot confirm. We cannot be responsible for the accuracy of any User-Generated Content contained in a Public Forum, and we shall not be responsible for any trading, investment, or any other decisions made or actions taken or not taken based on such information or content.

Your ability to access and browse User-Generated Content within a Public Forum and/or to submit and/or post User-Generated Content within a Public Forum may be subject to certain age restrictions and/or related procedures that we may revise in our sole discretion at any time and for any reason. Any such age restrictions and procedures will be posted within the Public Forum, as applicable.

## **7. GENERAL RULES**

By using our Site, you agree that:

1. You will not submit, post, upload, distribute, or otherwise make available or transmit any User-Generated Content that: (a) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be stalking or constitute an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (d) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; or (e) infringes or violates any right of a third party or any domestic or international law, rule or regulation including, but not limited to: (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (ii) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (iii) any confidentiality obligation;

2. You own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to use, and to authorize us to use, distribute or otherwise exploit in all manners permitted by these terms of use, all copyrights, trademarks, patents, trade secrets, privacy and publicity rights (including, without limitation, names, likenesses and voices) and/or other proprietary rights contained in any User-Generated Content that you submit, post, upload, distribute or otherwise make available or transmit.

3. You will not (a) advertise or sell any products, services or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any Public Forum for commercial purposes of any kind, or (b) use any product or service available on our Site (including, without limitation, electronic greeting cards, e-mail functions (e.g., send-a-friend e-mails) and RSS feeds or other similar type feeds) for commercial purposes of any kind;

4. You will not submit, post, upload, distribute, or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage our Site, or otherwise interfere with any person or entity's use or enjoyment of our Site;

5. You will not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity including, without limitation, using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph;

6. You will not engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet;

7. You will not delete any legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify;

8. You will not submit, post, upload, distribute or otherwise make available or transmit any User-Generated Content or make statements in any Public Forum that do not generally pertain to the designated topic or theme of the Public Forum;

9. You will not submit, post, upload, distribute or otherwise make available or transmit (or attempt to submit, post, upload, distribute or otherwise attempt to make available or transmit) any User-Generated Content in violation of a Public Forum's restrictions including, but not limited to, its age restrictions, procedures and/or these terms of use; and

10. You will not engage in (or attempt to engage in) any criminal activity including, without limitation, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing, harassment, theft, and conspiracy to commit any criminal activity.

We cannot and do not assure that other Users are or will be complying with the foregoing rules or any other provisions of these terms of use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

To the extent that any feature on our Site requires you to submit your e-mail address or phone number in order to send a card, e-mail or message, you must, and you hereby agree to, furnish your actual e-mail address or actual phone number, as

applicable. Any business use, "re-mailing," or other high-volume application is strictly prohibited. You are not permitted to send cards, e-mails or messages using an automated program. Electronic greeting cards, e-mails and mobile messages may not contain inappropriate language or images or copyrighted material (without the consent of the copyright holder) or encourage illegal activity. We reserve the right not to deliver electronic greeting cards, e-mails and mobile messages that violate these guidelines.

**WE MAY CHANGE OUR SITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.**

## **8. OUR CONTENT REMOVAL RIGHTS**

We reserve the right, but disclaim any obligation or responsibility, to remove any User-Generated Content from our Site (a) that violates these terms of use and (b) to comply with any subpoena, order or otherwise cooperate with law enforcement officials regarding the identification of any User alleged to be using our Site in violation of the law. If we deem appropriate in our sole discretion, we reserve the right to preserve a record of any such User-Generated Content and turn all or a portion thereof over to law enforcement officials.

## **9. CONTENT LINKED TO OUR SITE**

You should be aware that when you are on our Site, you could be directed to other sites that are beyond our control. There are links to other sites from pages on our Site that take you outside of our service. For example, if you click on a banner advertisement or a search result, the click may take you off our Site. This includes links from advertisers, sponsors and content partners that may use our logo(s) as part of a co-branding relationship. You acknowledge that when you click on a link that leaves our Site, the site you will land on is not controlled by us and different terms of use and privacy policy may apply. By clicking on links to other sites, you acknowledge that we are not responsible for those sites. We reserve the right to disable links from third-party sites to our Site, although we are under no obligation to do so.

We make no representations concerning the content of sites listed in any of our directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in our search results or otherwise linked to our Site.

## **10. DISCLAIMER**

**THE INFORMATION, CONTENT AND MATERIALS ON OUR SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED**

**TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN INFORMATION, CONTENT AND MATERIALS ON OUR SITE (INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT) WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SITE OR THE SERVERS THAT MAKE SUCH INFORMATION, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES CONTAINED ON OR OFFERED, MADE AVAILABLE THROUGH, OR OTHERWISE RELATED IN ANY WAY TO OUR SITE, INCLUDING, WITHOUT LIMITATION, USER-GENERATED CONTENT, OR ANY THIRD PARTY SITES OR SERVICES LINKED TO FROM OUR SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, COMPLETENESS, RELIABILITY, SAFETY OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.**

We explicitly disclaim any responsibility for the accuracy, completeness or availability of information, content and materials found on sites that link to or from our Site. We cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from our Site or third-party information, content or materials contained on our sites (including, without limitation, User-Generated Content contained in Public Forums). We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy, completeness or reliability of, any of the information, content or materials contained on any third-party site. We do not make any representations or warranties as to the security of any information, content or materials (including, without limitation, credit card and other personal information) you might be requested to give to any third party. You hereby irrevocably waive any claim against us with respect to information, content and materials contained on our sites (including, without limitation, User-Generated Content), on third party sites, and any information, content and materials you provide to such third party sites (including, without limitation, credit card and other personal information). We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

## **11. SUBSCRIPTIONS/BILLING**

Some services offered on our Site from time to time may be subscription-based services. You will have to register and pay the subscription or other fees to participate in these activities.

You are responsible for paying any and all charges relating to your account, including without limitation, periodic subscription fees (the initial fee and automatic renewals).

You grant us permission to charge your credit card (or other approved facility) to pay for all such charges. The subscription fee will be billed at the beginning of your subscription and each renewal period thereafter, in accordance with the original subscription term selected at registration, unless you cancel at least 10 days prior to the renewal date pursuant to the process set forth below.

You grant us permission to automatically renew your subscription and charge your account up to five (5) days prior to the day on which your subscription is scheduled to end. However, you may "opt out" of this automatic renewal by canceling your account. We will cancel your account upon receipt of such notification from you. All fees, charges and sales are final. Once charged to your credit card, the payments are nonrefundable. You acknowledge that canceling your subscription will not immediately terminate access to the Site. Your subscription will remain open until the paid period expires. You may not assign or transfer your subscription to any other person or entity. You must be at least 18 years old (or have the permission of a credit card holder who is) to register for an account on our Site.

Payment must be made by a major credit card accepted by us or by PayPal. If we do not receive payment from the credit card issuer or its agent, you agree to pay all amounts due upon our demand. Your card issuer agreement governs your use of your designated card in connection with your subscription, and you must refer to that agreement and not to these terms of service to determine your rights and liabilities as a cardholder. **YOU ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY EVEN IF THEY WERE NOT AUTHORIZED BY YOU.**

**WE RESERVE THE RIGHT, AT ANY TIME, TO CHANGE OUR FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR CONTENT, OR SERVICES PROVIDED ON OUR SITE, EFFECTIVE THIRTY (30) DAYS AFTER AN ONLINE POSTING ON OUR SITE. WE MAY ADDITIONALLY PROVIDE NOTICE OF BILLING CHANGES VIA EMAIL. If any such change is unacceptable to you, you may cancel your subscription sending us a notice at [support@rising-eagle.com](mailto:support@rising-eagle.com). However, canceling will not immediately terminate your account and we will not refund the remaining portion of your subscription. The subscription will remain open until the paid period expires. YOUR CONTINUED USE OF THE SITE FOLLOWING THE EFFECTIVE DATE OF A CHANGE TO SUCH FEES AND BILLING METHODS SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE. WE ARE NOT RESPONSIBLE FOR FAILURE TO CANCEL YOUR SUBSCRIPTION EITHER IN WRITING BY EMAIL, FAX, OR LETTER ON OR THROUGH THE WEB SITE. YOU AGREE AND ACKNOWLEDGE THAT WE SHALL NOT BE REponsible FOR ANY ADJUSTMENTS, REFUNDS OR ACCOUNT OVERSIGHTS THAT YOU HAVE NOT SUBMITTED TO US WITHIN 60 DAYS OF SUCH OCCURENCE OR LACK THEREOF.**

There shall be no refunds.

You acknowledge that we, in our sole discretion, may terminate your password, account (or any part thereof) or use of our Site for a variety of reasons, including, without limitation, if we believe that you have violated or acted inconsistently with

the letter or spirit of these terms of service. You agree that any termination of your access to our Site under any provision of these terms of service may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and/or bar any further access to the Site. If we terminate your account, it will not be automatically renewed and access will be terminated, without refund. Further, you agree that we shall not be liable to you or any third-party for termination of your access to the Site. **YOU AGREE AND ACKNOWLEDGE THAT WE SHALL NOT BE RESPONSIBLE FOR ANY ADJUSTMENTS, REFUNDS OR ACCOUNT OVERSIGHTS PAST THE 60th DAY OF SUCH OCCURENCE OR LACK THEREOF.**

We may occasionally offer promotional trial subscriptions to our Site at special discounted prices. If you register for a trial subscription, you will be automatically renewed at the normal subscription rate at the end of the trial period, unless you cancel at least 24 hours before the end of the trial. You must cancel prior to the end of your trial to avoid charges to your credit card. We will continue to bill your credit card at the standard rate and renewal term thereafter, until you cancel. In order to cancel your subscription, send us a notice at [support@rising-eagle.com](mailto:support@rising-eagle.com).

We may also provide links to other web sites. Some of these web sites may charge separate fees, which are not included in any subscription or other fees that you may pay to us. We may also provide access to or through third-party vendors, who provide content, goods and or services on our Site, the Internet or via wireless. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility.

## **12. INDEMNIFICATION**

You are entirely responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold us, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, damages, liabilities and costs (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these terms of use or claims arising from your account(s). You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **13. LIMITATION OF LIABILITY**

**UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR ANY OTHER**

**PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, OUR SITE OR CONTENT, MATERIALS OR FUNCTIONS ON OUR SITE, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF OUR SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO OUR SITE.**

**MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE OUR LICENSORS AND LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR ANY REASONS BEYOND THE REASONABLE CONTROL OF US OR OUR LICENSORS AND LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS.**

**YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER WE NOR OUR LICENSORS AND LICENSEES, NOR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS ARE RESPONSIBLE OR LIABLE FOR (A) ANY INCOMPATIBILITY BETWEEN OUR SITE AND ANY WEB SITE, SERVICE, SOFTWARE OR HARDWARE OR (B) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE WITH ANY TRANSMISSIONS OR TRANSACTIONS RELATING TO OUR SITE IN AN ACCURATE OR TIMELY MANNER.**

**THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

**APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR THE EXCLUSION, LIMITATION, OR DISCLAIMER LIABILITY FOR THE**

**CERTAIN PROVISIONS SET FORTH IN THESE TERMS OF USE, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.**

**14. MATURE CONTENT**

Our Site is not directed to children under the age of 13. We will not knowingly collect personally identifiable information on or through the Site from anyone under 13. Please be aware that the Site contains mature content. You may be exposed to content on the Site that you find offensive, indecent or objectionable. By using the Site you assume all risk associated with its use. We encourage parents to supervise their children's use of the Site and maintain open communication regarding appropriate materials for use and viewing by their children.

**15. JURISDICTIONAL ISSUES**

We make no representation that information, content or materials on our Site are appropriate or available for use in any particular location. Those who choose to access our Site do so on their own initiative and are responsible for compliance with all applicable laws including, but not limited to, any applicable local laws.

**16. AMENDMENT**

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these terms of use at any time without notice, and it is your responsibility to review these terms of use for any changes. Your use of our Site following any amendment of these terms of use will signify and constitute your assent to and acceptance of such revised terms of use.

**17. TERMINATION**

These terms of use are effective until terminated by either you or us. You may terminate these terms of use at any time by discontinuing use of our Site and destroying all materials obtained from any and all such sites and all related documentation and all copies and installations thereof, whether made under these terms of use or otherwise. In the event that you terminate these terms of use, you agree to notify us of such termination by sending notice of such termination to us.

We may immediately terminate these terms of use with respect to you (including your access to our Site) without cause and without notice to you in our sole discretion. Upon termination, you must cease use of our Site and destroy all materials obtained from our Site and all copies thereof, whether made under these terms of use or otherwise.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are repeat infringers of copyright.

The provisions of these terms of use, which by their nature should survive the termination of these terms of use, shall so survive such termination.

## **18. GENERAL PROVISIONS**

These terms of use shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. **YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO OUR SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**

## **19. MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

If you believe that content you own has been used on the Site in a way that violates your copyright or other intellectual property rights, please send us notification of that fact. To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
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; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice to our Users by means of a general notice on our Site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice,

you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.