

# **PatriotActs.com – TERMS OF USE**

September 28, 2011

Catherine Crier (“Owner”) owns the web site PATRIOTACTS.COM (the “Site”).

The Site offers users (“Users”) a collection of online resources, including forums, message boards, blogs, surveys, polls, specialized audio, video, information, materials and other content (collectively, the “Content”). The Content is provided free of charge to you (unless otherwise indicated).

## **1. ACKNOWLEDGEMENT AND ACCEPTANCE**

These Terms of Use (these “Terms”) set forth the terms and conditions that apply to your use of the Site. Unless explicitly stated otherwise by Owner, all Content made available through the Site, including without limitation any new feature added from time to time, is automatically subject to these Terms.

Please read these terms AND Owner’s PRIVACY POLICY carefully. BY REGISTERING TO USE OR using THE SITE, you agree to be bound by these TERMS. If you do not accept all of these terms, then please do not USE OR REGISTER TO USE THE SITE. Owner RECOMMENDS THAT YOU PRINT OUT A COPY OF THESE TERMS FOR YOUR FUTURE REFERENCE.

## **2. ADDITIONAL TERMS**

From time to time, Owner may supplement these Terms with additional terms that pertain to specific Content, such as new or expanded services and products, courses or events (“Additional Terms”). You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms.

## **3. MODIFICATIONS TO TERMS**

Owner may modify these Terms from time to time. When OWNER posts modifications to these Terms, OWNER will revise the “Last Updated” date at the top of this page. The modified Terms will be effective immediately upon posting. Your continued use of the Site after the posting of the modified Terms constitutes your agreement to abide and be bound by them, as modified. If you object to any modification, your sole recourse is to terminate your use of the Site. OWNER recommends that you check the

Site from time to time to inform yourself of any changes in these Terms or any of OWNER's other policies.

#### **4. CHANGES TO THE SITE**

OWNER may modify or discontinue the Site, any portion thereof or any service, tool, digital product, product, event or course related to or contained on the Site without notice to you and without liability to you or any third party, except as otherwise provided in these Terms.

#### **5. REGISTRATION INFORMATION**

Certain activities on the Site may require registration which require you to provide your name, e-mail address and, in some cases, a physical address. You also may be asked to select a user name and password. In addition to the required registration information, you may be asked (but are not required to provide) your gender, personal interests and other such information. You acknowledge and agree that OWNER may block your use of the Site if your registration information is not complete and/or terminate your right to use the Site if any of the registration information that you provide is untrue, not current, incomplete or inaccurate, or if OWNER has reasonable grounds to believe that any of your registration information is untrue, not current, incomplete or inaccurate. You also must maintain and update your registration information to keep it current, complete and accurate.

In addition to all required registration information, certain uses of the Site, you will need to: (a) provide all equipment, including a computer and modem, necessary to establish a connection to the Internet; (b) provide your own access to the Internet; and (c) pay any telephone, data, hosting or other service fees associated with such access.

You represent to OWNER that you have the authority to register with and/or use the Site according to these Terms. You affirm that you are fully able and competent to enter into these Terms and to abide by and comply with these Terms.

#### **6. PRIVACY POLICY**

Any personal information provided by you while you are visiting or using of the Site or gathered by OWNER or third parties during any visit to the Site shall be subject to the terms of OWNER's Privacy Policy, which are incorporated herein by reference. Click the Privacy Policy link in the footer of PatriotActs.com if you wish to read OWNER's Privacy Policy.

## 7. COMMUNITY GUIDELINES

You agree that when using the Site, you will act in a manner consistent with the goals of the Site, and by way of example, and not as a limitation, you specifically agree that:

- a. You will not violate any applicable local, state, national or international law, including but not limited to any rule, regulation, decree or ordinance.
- b. You will not post information on or download information from the Site unless you have all rights and authority necessary to do so.
- c. You will not post any inappropriate, defamatory, vulgar, obscene, sexually explicit, potentially libelous or slanderous, infringing, harmful, harassing, threatening, illegal or other material or information that OWNER in its sole discretion views as objectionable to the Site, including but not limited to text, graphics, audio and video files.
- d. You will not defame, abuse, harass, stalk, threaten, embarrass, cause distress, unwanted attention or discomfort or otherwise violate the legal rights (including without limitation rights of privacy and publicity) of any User or representative of OWNER.
- e. You may express your disagreement with someone's point-of-view but personal attacks, or attacks based on another person's race, national origin, ethnicity, religion, gender, sexual orientation, disability or other such condition or circumstance, are strictly prohibited.
- f. You will not impersonate another person or entity, including but not limited to a OWNER representative, or communicate under a false name or a name that you are not entitled or authorized to use.
- g. You will not post surveys, contests, chain letters, pyramid schemes, unnecessarily long messages, unnecessary or repetitive posts, multiple ratings for the same item, meaningless text, spamming, offensive declarations or other similarly disruptive content.
- h. You will not falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material posted on the Site.
- i. You will not post files that contain viruses, corrupted files or other similar software, programs or routines that may damage the operation of another's computer or the Site.

j. You will not attempt to “crack,” “hack,” “bomb,” manipulate or otherwise gain unauthorized access to another User’s user name(s) or other information, OWNER servers, OWNER software or areas of the Site not intended for your access.

k. You will not post, transmit or distribute any unsolicited advertising, promotional materials or other forms of solicitation to Users, individuals or entities, except in areas designated by OWNER for such purposes.

l. You will not harvest, mine or otherwise collect or store personal information about others, including without limitation e-mail addresses and User profiles.

m. You will not use or launch any automated system, including without limitation, “robots,” “spiders,” “offline readers,” etc., that accesses the Site in a manner that sends more request messages to the OWNER servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, OWNER grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. OWNER reserves the right to revoke these exceptions either generally or in specific cases.

n. You agree not to collect or harvest any personally identifiable information, including without limitation usernames, from the Site or to use the communication systems provided by the Site for any commercial solicitation purpose.

o. You agree not to solicit, for commercial purposes, Users of the Site.

## **9. LICENSE GRANT AND CONTENT**

Subject to these Terms, OWNER hereby grants you a nonexclusive, nontransferable right to: (a) access the Site; (b) access the Content and the software which includes, but is not limited to files, images incorporated in or generated by the software, and data accompanying the software (collectively, the “Software”), made available through the Site; and (c) download, print and use one copy of the Content for your personal or internal use only. Unauthorized access to the Site, or to the telecommunications or computer facilities used to deliver the Site, is a breach of the Terms and is a violation of law.

If you download Software from the Site, the Software is licensed to you by

OWNER pursuant to the above license grant and pursuant to other terms and conditions that accompany the Software, if any. OWNER does not transfer title to the Software to you. You may own the medium on which the Software is recorded, but OWNER or its licensors retains full and complete title to the Software and all intellectual property rights therein.

No Content, or trademarks, service marks and logos contained in the Content (collectively, "Marks"), may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the prior written consent of OWNER or the applicable owner of such Content and Marks. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. Modification of the Content or use of the Content for any other purpose is a violation of OWNER's copyright and other proprietary rights. For purposes of these Terms, the use of any such Content on any other website or networked computer environment is prohibited.

Except as specifically permitted in these Terms, you may not, directly or indirectly: (i) transfer, sell, sublicense, rent or lease the Content on the Software; (ii) circumvent any encrypted data or gain access to more materials or data than was licensed or use the Site in any manner which violates these Terms or any applicable law; (iii) reverse engineer, decompile, disassemble, translate or convert any Software or computer programs used to access the Site; and/or (iv) copy (except as provided herein), reproduce, disclose, distribute, display, perform, publish, adapt, create derivative works of, translate or otherwise modify the Content and/or Software or permit any third party to engage in any of the acts proscribed in clauses (i) through (iv). Upon request, you must provide OWNER with evidence of compliance with this Section. Any special rules for the use of the Content or Software, accessible on the Site may be included elsewhere within the Site and are incorporated into these Terms by reference.

The Content of the Site is protected by copyright and other United States and foreign intellectual property and related laws, rules and regulations. The Content includes both material owned or controlled by OWNER and material owned or controlled by third parties and licensed to OWNER. Except for Content you post to the Site, title to all Content remains with OWNER or the third party owners of such Content. Any use of the Content not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws. All rights not expressly granted herein are reserved by OWNER.

## 10. USER CONTENT

As a User, you may post or submit content to the Site (“User Content”). You understand that whether or not such User Content is published, OWNER does not guarantee any confidentiality with respect to any User Content.

You shall be solely responsible for your own User Content and the consequences of posting or publishing it. In connection with User Content, you affirm, represent and/or warrant that you own or have the necessary licenses, rights, consents and permissions to use and authorize OWNER to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all of your User Content to enable use of the User Content in the manner contemplated by the Site and these Terms.

For clarity, you retain all of your ownership rights in your User Content. By submitting your User Content to the Site, you hereby grant OWNER a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Content in connection with the Site and OWNER’s business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any and all media formats and through any and all media channels. You also hereby grant each User of the Site a non-exclusive license to access your User Content through the Site and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Site and under these Terms. You understand and agree, however, that OWNER may retain, but not display, distribute or perform, server copies of User Content that have been removed or deleted.

You further agree that you will not submit material that is: (a) copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including without limitation privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner(s) to post the material and to grant OWNER all of the license rights granted herein; and (b) in connection with User Content, contrary to applicable local, national, and international laws and regulations.

OWNER does not endorse any User Content or any opinion, recommendation or advice expressed therein, and OWNER expressly disclaims any and all liability in connection with User Content. OWNER does not permit copyright infringing activities and infringement of

intellectual property rights on its Site. OWNER will remove all Content and User Content if properly notified that such Content or User Content infringes on another's intellectual property rights. OWNER reserves the right to remove Content and User Content without prior notice and expressly reserves its rights under the Good Samaritan provisions of Communications Decency Act, Title 47, United States Code, Section 230(c).

Any opinions and recommendations expressed on the Site are those of the person expressing such views and not those of OWNER. OWNER is not responsible for and does not assume any liability for the comments and opinions expressed by Users. You agree to hold OWNER and its members, affiliates, employees free of responsibility for any potentially damaging User Content posted by you or other Users. You acknowledge that OWNER does not control the specific content of your messages and personal notes or the messages and personal notes by other Users. Users shall remain solely responsible for their User Content.

## **11. PUBLIC AND REGISTERED USER AREAS**

The Site feature groups, discussions, user profiles, comment areas, blogs and similar areas where Users can share information about themselves and their opinions, as well as post questions ("Public Areas"). Certain areas of the Site contain information intended only for Users who create user names or join or register to use the Site ("Registered Users") and OWNER reserves the right to limit these areas to Registered Users.

If you use a Public Area or an area reserved for Registered Users (a "Registered User Area"), you agree that you are solely responsible for your own communications, the consequences of posting those communications and your reliance on communications found in the Public Areas or Registered User Areas. OWNER is not responsible for the consequences of communications in the Public Areas or Registered User Areas. Although OWNER may from time to time monitor the Content posted on the Site, OWNER is under no obligation to do so. OWNER attempts to create a safe and supportive environment for all individuals by taking measures to prevent offensive behavior but OWNER makes no guarantee with respect to your experience of the Site. Please notify OWNER at [Catherine@PatriotActs.com](mailto:Catherine@PatriotActs.com) immediately if you feel that a posted message or image is objectionable. If you feel threatened or believe someone else is in danger, please contact your local law enforcement agency immediately. If you are dissatisfied with communications posted to the Site, your sole recourse is to terminate your use of the Site.

OWNER reserves the right (but is not obligated) to, without limitation and in OWNER's sole discretion: (a) record the communications in Public Areas and Registered User Areas; (b) investigate any allegation that a communication does not conform to these Terms and determine in its sole discretion to remove or request the removal of the communication; (c) remove communications which are abusive, illegal, or disruptive or that otherwise fail to conform with the guidelines above or otherwise with these Terms; (d) monitor, edit or disclose any communication in the Public Areas and/or Registered User Areas; (e) edit or delete any communication posted on the Site; and/or (f) disclose any communication posted on any portion of the Site as necessary to satisfy any law, regulation or governmental request, regardless of whether such communications violates these standards.

## **12. THIRD PARTY LINKS**

These Terms apply only to the Site. The Site may provide links to other web sites and resources, the content and features of which may change over time. Because OWNER has no control over such third-party sites and resources, you acknowledge and agree that OWNER is not responsible for the availability of such websites or resources and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such web sites or resources.

Separate end user license agreements or terms of use that set forth additional conditions may apply to a service or product offered via the Site. Please also note that registration and certain other information about you are subject to the privacy policy posted at the web site on which you are providing your information. Please read that web site's privacy policy for information on how your data will be handled.

**YOU AGREE THAT YOUR USE OF THIRD PARTY WEB SITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEB SITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO SUCH WEB SITES AND RESOURCES.**

It is possible that other web sites and resources provide links to the Site (whether with or without OWNER's authorization). OWNER has no control over web sites and resources that provide links to the Site and you acknowledge and agree that OWNER does not endorse such web sites

and is not responsible for any links from those web sites or resources to the Site or for any content, advertising, products or other materials available on such other web sites. You further acknowledge and agree that OWNER is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or inability to use (i) web sites or resources to which OWNER provides links or that provide links to the Site, or (ii) any content, goods or services available on or through any such web sites or resources.

OWNER has the right, at any time and in its sole discretion, to block links to the Site through technological or other means, without prior notice.

### **13. DEALINGS WITH THIRD-PARTY PROVIDERS OF GOODS AND SERVICES**

Your correspondence or business dealings with, or participation in promotions sponsored by, any third party advertisers or other third party providers of goods or services made available on or through the Site, including payment and delivery of goods or services (and expressly including, without limitation, travel or tours arranged through the Site), and any other term, condition, warranties or representations associated with such dealings, are solely between you and such third-party advertiser or provider and solely at your own risk. You agree that OWNER is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third-party advertisers or providers on the Site.

### **14. E-COMMERCE**

If products and services are made available for purchase through the Site and you wish to purchase such products or services, you may be asked by OWNER or its designee (or, if such product or service is being made available by a third party provider, by such third party provider) to supply certain information relevant to your purchase, including, without limitation, credit card number, expiration date, billing address and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED BY YOU OR THROUGH YOUR USERNAME(S) TO PURCHASE ANY SUCH PRODUCT AND/OR SERVICE. You acknowledge that any such information will be treated by OWNER in accordance with OWNER's Privacy Policy. You grant OWNER the right to provide such information to third parties in order to facilitate the completion of transactions initiated by you or on your behalf through the Site.

Verification of information may be required prior to acceptance of any order through the Site. Descriptions or images of, or references to, products or services on the Site do not imply OWNER's endorsement of such products or services. OWNER reserves the right, with or without prior notice, to: change descriptions or references to products or services; limit the available quantity of any product or service; honor, or refuse to honor, any coupon, coupon code, promotional code or other similar promotions; and/or refuse to provide any visitor to the Site with any product or service. Price and availability of any product or service offered through the Site is subject to change without notice. Refunds and exchanges shall be subject to OWNER's refund and exchange policies, as may be made available by OWNER and updated by OWNER from time to time. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including all shipping and handling charges. In addition, you remain responsible for any and all taxes that may be applicable to your purchase(s), and you agree that such taxes, if any, are not the responsibility of OWNER.

## **15. SWEEPSTAKES, CONTESTS AND PROMOTIONS**

Any sweepstakes, contest or similar promotion made available through the Site or through Facebook or for which OWNER may, from time to time, send e-mail messages to you will be governed by official rules that are separate from and may vary from these Terms. By participating in any such sweepstakes, contest or similar promotion, you will become subject to its specific official rules. Note, however, that you remain subject to these Terms to the extent they do not conflict with the applicable official rules.

## **16. TERMINATION**

If MRA determines, in its sole discretion, that you have breached any portion of these Terms, or have otherwise demonstrated conduct inappropriate for the Site, MRA reserves the right to: (a) delete any or all content provided by you or your agent(s) to the Site; (b) discontinue your registration with the Site; (c) discontinue your subscription to any digital product, product, course, event, content, tool or service used or purchased through the Site; (d) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (e) any other action which MRA deems to be appropriate.

If your ability to access the Site and/or any other service, product, content, course, event, tool or digital product provided to you by OWNER is

discontinued by OWNER due to your violation of any portion of these Terms or for conduct otherwise inappropriate for the Site, then you agree that you shall not attempt to re-register with or access the Site and/or any other digital product, course content or service provided by OWNER, through use of a different username or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those digital products, products, courses events or content and services to which your access has been terminated. If you violate the immediately preceding sentence, OWNER reserves the right, in its sole discretion, to immediately take any or all of the actions set forth in clauses (a) – (e) of this Section without any notice or warning to you.

A Registered User may delete his/her registration information at any time by sending an email (including username and password) to Catherine@PatriotActs.com. OWNER may, in its sole discretion, terminate a Registered User if he/she has been inactive for a period of twelve (12) months. A Registered User will be defined as inactive if she/he has not logged into the Site with her/his user name and password.

## **17. SYSTEM OUTAGES**

OWNER periodically schedules system downtime for maintenance and other purposes. Unplanned system outages also may occur. OWNER has no liability whatsoever for: (a) the resulting unavailability of the Site; (b) any loss of data or transactions caused by planned or unplanned system outages; (c) the resultant delay, misdelivery or nondelivery of information caused by such system outages; or (d) any third party acts or any other outages of web host providers, Internet service providers or the Internet facilities and networks.

## **18. DISCLAIMER**

YOU EXPRESSLY AGREE THAT USE OF THE SITE, INCLUDING BUT NOT LIMITED TO ALL CONTENT, SERVICES, DIGITAL PRODUCTS, COURSES, EVENTS, TOOLS AND PRODUCTS PURCHASED THROUGH THE SITE, IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, OWNER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OWNER DOES NOT WARRANT THAT THE SITE WILL MEET YOUR

REQUIREMENTS, OR THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. OWNER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT ON THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. YOU (AND NOT OWNER) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF ANY DEVICE THAT YOU USE TO ACCESS THE SITE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## **19. LIMITATION OF LIABILITY**

OWNER IS A PROVIDER OF AN INTERACTIVE COMPUTER SERVICE WITHIN THE MEANING OF THE COMMUNICATIONS DECENTY ACT (TITLE 47, UNITED STATES CODE, SECTION 230) AND RESERVES ALL RIGHTS GRANTED UNDER SUCH LAW.

OWNER IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SITE OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS, SERVICES, DIGITAL PRODUCTS, EVENTS, COURSES AND/OR CONTENT PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SITE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **20. INDEMNIFICATION**

You agree to defend, indemnify and hold each of OWNER and its parent corporations, subsidiaries and affiliated entities and their respective members, shareholders, officers, directors, employees and agents, harmless from and against any and all third party claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but

not limited to reasonable attorneys' fees) due to or arising out of: (a) your use of and access to the Site; (b) your violation of any provision of these Terms; (c) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (d) any claim that any of your User Content caused damage to a third party.

## **21. TRADEMARKS**

OWNER and OWNER's logo and other product and service names of OWNER are trademarks of OWNER (the "OWNER Marks"). You agree not to display, reproduce or otherwise use in any manner the OWNER Marks without OWNER's prior written permission.

## **22. CLAIMS OF COPYRIGHT INFRINGEMENT**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you are a copyright owner or an agent thereof and believe in good faith that materials hosted by OWNER infringe your copyright, you (or your agent) may send OWNER's designated copyright agent a notice requesting that the material be removed or access to it blocked by providing OWNER's Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at the Site are covered by a single notification, a representative list of such works at the Site;
- 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 the OWNER to locate the material;
- Information reasonably sufficient to permit a OWNER representative to contact you, such as a name, address, telephone number, and, if available, an e-mail address;
- A statement that you have 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

- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you (or your agent) to send OWNER's copyright agent a counter-notice with the following information in writing (see 17 U.S.C 512(g)(3) for further detail):

- Your physical or electronic signature;
- 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;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- Your name, address, telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located or, if your address is outside of the USA, for any judicial district in which OWNER may be found, and that you will accept service of process from the person who provided notification of the alleged infringement or an agent of such person.

If a counter-notice is received by our copyright agent, OWNER may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider or the User, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at OWNER's sole discretion.

OWNER suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. OWNER will terminate a Registered User and a Registered User's access to the Site or the Services if, under appropriate circumstances, the Registered User is determined to be a repeat infringer.

For clarity, only DMCA notices and counter-notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to OWNER online via email or contact form. You acknowledge that if you fail to comply with

all of the requirements of this Section, your DMCA notice may not be valid.

### **23. USER DISPUTES**

You are solely responsible for any interaction with other Users of the Site. OWNER reserves the right but shall have no obligation to monitor disputes between you and any other Users of the Site.

### **24. PARENTAL CONTROLS**

Parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that may be considered harmful to minors.

### **25. USERS FROM OUTSIDE THE UNITED STATES**

By visiting the Site, submitting information or using any of OWNER's products or services, you acknowledge that you accept the practices and policies outlined in these Terms and consent to having your data transferred to and processed in the United States. If you do not agree to these Terms, please do not use the Site.

The Site is controlled and operated by Catherine Crier from the United States. OWNER does not represent or warrant that the Site, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You also are subject to United States export controls in connection with your use of the Site and/or services related thereto and are responsible for any violations of such controls, including, without limitation, any United States embargoes or other federal rules and regulations restricting exports. OWNER may limit the availability of the Site, in whole or in part, to any person, geographic area or jurisdiction that OWNER chooses, at any time and in OWNER's sole discretion.

### **26. MOBILE TERMS AND CONDITIONS**

The Site also includes versions designed for mobile content that can be viewed on mobile devices (the "Mobile Sites"). Content available through the Mobile Sites includes newsletters, alerts, ring tones, streaming and/or downloading of images and videos (collectively, the "Mobile Content"). In order to use the Mobile Sites, you must have a wireless mobile device capable of two-way messaging and wireless service (with SMS (text messaging) capability) through a participating mobile service provider.

Your use of the Mobile Sites is subject to these Terms and OWNER's Privacy Policy (together, the "Web Terms"), as well as the following mobile terms and conditions (the "Mobile Terms") which are incorporated into the Terms by this reference:

(a) You agree that you are solely responsible for all message and data charges that you incur from your mobile service provider for your use of the Mobile Sites. These charges may include standard and premium SMS charges and may be recurring or one-time. All charges are billed by and payable to your mobile service provider. Please contact your mobile service provider for pricing plans and details.

(b) OWNER reserves the right, for any reason and in its sole discretion, to modify, suspend or discontinue any of the Mobile Content, the Mobile Sites and your use thereof without prior notice. The Mobile Sites are offered on an "as is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other service changes made by your mobile service provider.

(c) OWNER does not warrant or represent that your use of Mobile Content will not infringe rights of third parties not owned by or affiliated with OWNER. The trademarks, logos and service marks displayed in the Mobile Content are registered and unregistered trademarks of OWNER and others. Nothing contained in the Mobile Content should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the trademarks, logos and service marks displayed in the Mobile Content without the written permission of their owners. You should assume that everything you see or read on the Mobile Sites is copyrighted unless otherwise noted and may not be used except as provided in these Mobile Terms without the written permission of OWNER. Your misuse of the trademarks, logos and service marks displayed on the Mobile Sites except as provided in these Mobile Terms and the Web Terms may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes and is strictly prohibited. You also are advised that OWNER will aggressively enforce its intellectual property rights to the fullest extent of the law, including by criminal prosecution.

(d) While we use reasonable efforts to include accurate and up-to-date information in the Mobile Content, we make no warranties or representations as to its accuracy and assume no liability or responsibility for any error or omission in the Mobile Content.

(e) Your use of the Mobile Sites is at your own risk. Neither OWNER nor any other party involved in creating, producing or delivering the Mobile Content is liable for any direct, incidental, consequential, indirect or punitive damages arising out of your access to, or use of, the Mobile Sites. Without limiting the foregoing, everything on the Mobile Sites is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. OWNER encourages you to check your local laws for any restriction or limitation regarding the exclusion of implied warranties. OWNER is not responsible for any damage to your mobile device that may occur from your use of the Mobile Sites. OWNER also does not assume any responsibility, and shall not be liable for, any damage to or virus that may infect your computer equipment or other property as a result of your use of the Mobile Sites, including the downloading of Mobile Content. Further, OWNER has not reviewed all the sites linked to the Mobile Site and is not responsible for the content of any other site linked to the Mobile Site. You link to off-site content at your own risk.

(f) OWNER and its affiliated companies, subsidiaries, advertising agencies and any other entity involved in the Mobile Content available on the Mobile Sites ("Released Parties") are not responsible for and shall not be liable for any claim or liability of any kind arising in whole or in part, directly or indirectly, out of your use of the Mobile Sites, including but not limited to (i) errors in transmission, including but not limited to any incomplete, lost, late, stolen, delayed, misdirected or garbled message or failure to receive messages; (ii) service outages or delays or for any human or other errors or problems of any kind or technical or electrical malfunctions of any computer, network, telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of email due to technical problems or traffic congestion on the Internet or at any web site or combination thereof; (iii) injury or damage to your or to any other person's computer or wireless device related to or resulting from participating in, or downloading materials or software, or attempts to participate in or download materials or software related to your use of the Mobile Sites; and/or (iv) failures or malfunctions of wireless phone/headsets and other devices, cellular equipment towers, telephone systems or wireless services or other communications malfunctions. Released Parties are not responsible for and shall not be liable for any condition caused by events beyond the control of Released Parties that

may cause the Mobile Sites to be disrupted or corrupted or for typographical or other errors in the printing, the offering or the administration of these Mobile Terms. By using the Mobile Sites, you assume all liability for any injury or damage caused or claimed to be caused by your use of the Mobile Sites and release and hold the Released Parties harmless from any claim or liability of any kind arising in whole or in part, directly or indirectly, out of your use of the Mobile Sites.

(g) Software available from the Mobile Sites may be further subject to United States Export laws, rules and regulations, as amended from time to time. No software available from the Mobile Sites may be downloaded or exported (i) into (or to a national or resident of) Cuba, Libya, North Korea, Iran, Syria, Sudan or any other country to which the United States has embargoed goods; or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading Mobile Content and otherwise using the Mobile Sites, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

OWNER reserves the right to modify the Mobile Terms from time-to-time, in its sole discretion. Please check back periodically for modifications. Your continued use of any of the Mobile Sites will constitute your acceptance of such modifications. In the event of conflict between the Mobile Terms and the Web Terms, the Mobile Terms will govern.

## **27. MISCELLANEOUS**

**Notices:** Any notice or other communication required or permitted to be made under these Terms or the Mobile Terms may be delivered in person, by telecopier transmission, by United States certified or registered mail, by a nationally-recognized overnight courier or, as provided below, by electronic means. Except as otherwise provided herein, a notice shall be effective (a) upon receipt, if delivered in person; (b) upon receipt (confirmed by automatic answer back or like evidence of receipt), if sent by telecopier during normal business hours at the office of the recipient thereof and otherwise at the opening of business at such recipient's office on the next business day; (c) three (3) days after deposit into the United States mail, if sent by certified or registered mail, return receipt requested; (d) at 11:00 a.m. on the next business day, if sent by overnight courier; and (e) as provided below, if sent by electronic means. In each case, such notice to any party shall be made to the address of such party indicated (i) in the case of the OWNER below, or (ii) in the case of the User, the

address provided by the User upon registration. Either party may from time to time change its address for receiving notices in writing, or its electronic address, in the case of OWNER, by posting a change of address on the Site or, for either party, by sending a notice to the other party in writing or by electronic means promptly confirmed in writing. Any notice or other communication to be made hereunder, even if otherwise required to be in writing under other provisions of these Terms, may alternatively be made in an electronic record transmitted electronically to the electronic addresses set forth (1) in the case of OWNER, below, or (2) in the case of the User, the electronic address provided by the User upon registration. Any notice or other communication made in electronic form will have the same legal effect and enforceability as if made in non-electronic form. OWNER also may broadcast notices, messages or other matters of importance on the Site; such broadcasts shall constitute notice to all Users.

**Governing Law:** These Terms and the Mobile Terms are governed and interpreted in accordance with the laws of the State of New York and the United States of America, without giving effect to any choice of law or conflict of law provisions that would cause the application of any other state's or nation's laws.

**Arbitration:** THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. All disputes arising under or relating to these Terms or the Mobile Terms or to your use (or inability to use) of the Site shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, as amended by the terms of these Terms. To the extent that the arbitrator deems reasonable, the arbitrator may conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator shall be held in the County of New York in the State of New York. The arbitrator's decision shall be based upon the substantive laws of the State of New York without regard to its principles of conflicts of law. Arbitration proceedings shall be conducted in English and shall be conducted in a manner that preserves confidentiality. The arbitrator's decision shall follow the plain meaning of the relevant documents and shall be final and binding. The award rendered by the arbitrator(s) may be confirmed and enforced in any court having jurisdiction thereof. The foregoing shall not preclude OWNER from seeking any injunctive relief in U.S. state or federal courts for protection of its intellectual property rights (including the rights of its licensors), and you agree to exclusive jurisdiction

by the federal and state courts located in New York County in the State of New York, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

**No Rights of Third Parties:** These Terms do not create rights enforceable by third parties.

**Other:** These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. These Terms will bind and inure to the benefit of each party's successors and permitted assigns. You may not assign, transfer, or sublicense any of your rights or obligations under these Terms without OWNER's prior express written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. If any part of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, it will be replaced with language reflecting the original purpose in a valid and enforceable manner, and the enforceable Sections of these Terms will remain binding upon the parties. Any heading, caption or Section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any Section or provision hereof. These Terms, together with all policies referred to herein, constitute the entire agreement between you and OWNER with respect to your use of the Site and the Mobile Sites and supersedes all prior or contemporaneous communications and proposals between you and OWNER regarding such subject matter. Without limitation, you agree that a printed version of these Terms 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.

## **28. CONTACTING Catherine Crier (OWNER)**

If you have any questions about Catherine Crier generally, these Terms or the Site, please feel free to contact Catherine at:

Catherine@PatriotActs.com