

TONYBROWNSJOURNAL.COM TERMS OF SERVICE

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR ACCESS AND USE OF THE SERVICES AND/OR MATERIALS BEING PROVIDED TO YOU ("YOU") BY TONY BROWN PRODUCTIONS, INC., A NEW YORK CORPORATION ("WE OR US"), THROUGH WWW.TONYBROWNSJOURNAL.COM ("WEBSITE").

YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND THAT YOU UNDERSTAND THAT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH US. YOU AGREE THAT BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ALSO AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THE WEBSITE TERMS OF USE. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS AGREEMENT AND THE WEBSITE TERMS OF USE, THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE AND CONTROL. YOUR RIGHTS AND PRIVILEGES PURSUANT TO THIS AGREEMENT ARE BEING PROVIDED TO YOU SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS AND THE WEBSITE TERMS OF USE.

Membership Services

The services the subject of this Agreement consist of access to Tony Brown's Journal online video library archive ("Services") for personal viewing.

Non-Exclusive Limited License

You are purchasing and are hereby granted a personal, non-exclusive, non-transferable and revocable license and right to access and use the Services and all online content, video or audio files, graphics, images or any other materials made available to You on restricted portions of our Website as part of the Services ("Materials"), for your own personal use only. You acknowledge and agree that the rights being granted herein are not a concurrent user license other than as may be expressly stated in this grant of license. You are not authorized to: (i) resell or sub-license any Materials; (ii) copy or reproduce (or allow any third-parties to copy or reproduce), distribute, transmit, or publish any Materials to the public or any third parties in any form, format, or method including electronic, mechanical, photocopying, recording or electronic information storage and retrieval or any other means, either in its original state or in any subsequently modified state; (iii) modify the Materials, create derivative works from or reverse engineer, reverse assemble, disassemble or decompile any Materials or otherwise attempt to use unauthorized Materials for purposes including (without limitation) offering a service similar to or competitive with the Services; or (iv) otherwise use any of the Materials as part of a product or service for any commercial use or purpose whatsoever or in any way exploit the Materials, in whole or in part, except as otherwise expressly permitted in this Agreement and any other agreement applicable to your use of the Services. The Services and Materials made available to You thereunder are being licensed and not sold to You pursuant to the terms and conditions of this Agreement. Except as expressly stated herein, this grant of License does not convey any other rights in and to the Services or any Materials contained on restricted portions of this Website as part of the Services, either express or implied, or any other intellectual property rights. All rights not expressly granted herein are reserved by us. You may not use the Services or any Materials in any manner that is in violation of any law.

Intellectual Property Notice

All logos or any other trademarks, trade names or service marks, whether marked or unmarked, and/or any software, photographs, illustrations, audio files, video files, animations, flash files, data files, code snippets, tags and metatags and other material (collectively "Content") which is protected by copyright, trademark or other proprietary rights by us or affiliates or other third parties. No Content may be used without our prior written consent. We retain all right, ownership, title and interest in all Content, whether or not we have registered for or has been granted any such protections under State and/or Federal law.

Membership Term & Automatic Renewal

The term of the License and your rights granted herein shall be for an initial term equal to 30 days, or a period equal to one (1) year if You elect to access the Services for an entire year up front ("Term"). The Term shall begin on and including the day You sign-up to receive the Services, unless otherwise stated in this Agreement, and ending on 11:59 P.M. EDT (GMT-5 hours) on the 30th day thereafter. This Agreement shall be

automatically renewed upon the same terms and conditions for successive terms equal to 30 days ("Renewal Term") unless this Agreement is canceled by You. Each Renewal Term shall begin on 12:00 A.M. EDT (GMT-5 hours) on the day following the last day of the previous Term, or any subsequent Renewal Term.

Membership Fees & Payment Authorization

You agree to pay a membership fee equal to \$29.99 each month until you cancel your membership, with the first payment due at sign-up.

Your credit card or other payment method You provide will be automatically charged in the amount of \$29.99 immediately after the expiration of the Term and upon the expiration of each subsequent Renewal Term.

YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO CANCEL THIS AGREEMENT BEFORE THE END OF THE TERM OR ANY SUBSEQUENT RENEWAL TERM WILL RESULT IN AUTOMATIC CHARGES TO YOUR CREDIT/DEBIT CARD OR OTHER PAYMENT METHOD YOU HAVE PROVIDED FOR THE TOTAL AMOUNTS DUE AND UPON THE TIME(S) DUE AS STATED UNDER THE TERMS OF THIS AGREEMENT. YOU AGREE THAT FAILURE TO CANCEL THIS AGREEMENT SHALL INDICATE YOUR IRREVOCABLE CONSENT AND AUTHORIZATION TO SUCH AUTOMATIC, RECURRING BILLING BY US. YOU AGREE THAT YOU HAVE BEEN GIVEN EVERY OPPORTUNITY TO REVIEW THESE TERMS BEFORE PROVIDING YOUR BILLING INFORMATION.

We reserve the right at any time to change the membership fees to be paid by You to receive the Services in any future Renewal Term to coincide with the fees then applicable to all members, as listed on our Website at the beginning of the Renewal Term. In such instances, these fees will be effective beginning with the Renewal Term commencing immediately following the date any change to the fees should occur. We will provide notice to You of any such changes by either sending You an email with notice of the change, or by posting any changes directly on this Website and You agree to periodically monitor any such changes to the fees by us. You agree that your subsequent failure to cancel this Agreement before the beginning of the next Renewal Term after receiving any such notice by us shall constitute your acceptance to any changes in the fees.

You represent and warrant that the payment information supplied by You to us is, and shall at all times be, true, correct and complete. You represent and warrant that all charges by us will be honored by your credit card company, financial institution, etc. If any charge is not so honored, you remain liable for payment of all amounts due to us under this Agreement. You agree that if any charge should be declined upon the date such payment is due and charged by us, we shall have the right to attempt to debit your credit card, bank account or other payment provider account as many times as we may elect thereafter until such debit is authorized by your credit card issuer/payment provider. We may, in our sole discretion, elect to charge your credit or debit card or other method of payment You provide after the date such charge is actually due, but will make such charge within a short time from the date due. All monies collected by us will be applied first to any outstanding balances due for previously unpaid charges, then toward the current membership fees due. We may also require a secondary credit card number to be used only if the payment to us by your primary credit card You provide is declined. You shall additionally be responsible for and shall immediately pay to us, on demand, any payments that are made to us by your credit card that are subsequently reversed. If we are unable to debit your credit or debit card or other billing method upon the due date, we may suspend or cancel your rights to receive access to the Services or suspend your rights to receive any other benefits included with the Services under the terms of this Agreement. This right shall be in addition to any other rights we may have under this Agreement. You agree to pay for all costs we incur in collecting any payment(s) due by You, including our reasonable attorney's fees.

By providing your credit card, debit card, PayPal, bank account information or any other billing information, You hereby authorize us to charge all fees and any other amounts due under this Agreement according to the terms of this Agreement. **We are not responsible for pricing, typographical, or other errors in any offer or price stated on this Website or this Agreement and we reserve the right to cancel any memberships/subscriptions arising from such errors.** We also reserve the right to cancel any sale made to You if we determine that there were inaccuracies in any description or information contained on this Website regarding the Services.

Cancellation Policy

You may cancel your membership at any time before the expiration of the Term or any Renewal Term for any reason. You must cancel via the PayPal account that was used to establish the membership. It is the sole responsibility of the member to cancel your membership. Tony Brown Productions, Inc. is NOT responsible for cancelling your membership. You can verify that your membership has been canceled by sending an email to mail@tbold.net with the subject line "Cancellation Verification." Upon receipt of your email, we will send you written confirmation that this Agreement has been terminated and, upon such termination, we will not debit your credit card or other payment method.

FREE TRIAL PERIOD

Your subscription to TonyBrownsJournal.com ("Subscription") may begin with a free 21-day trial ("Free Trial Period"). A Free Trial Period may not be combined with other offers expressly made by TonyBrownsJournal.com. You must have internet access and use a valid accepted payment method to activate a Subscription. You are not eligible for a Free Trial Period if: (i) you have previously signed up for a Free Trial Period; (ii) you had a subscription to TonyBrownsJournal.com within the preceding 12 months; or (iii) your Payment Method or email address has previously been associated with a Subscription.

You may cancel your FREE TRIAL at any time.

You will not receive a notice from TONYBROWNSJOURNAL.COM when your FREE TRIAL period ends. If you cancel prior to the end of your FREE TRIAL PERIOD, TONYBROWNSJOURNAL.COM will not charge your payment method. See this Membership Terms of Service for cancellation instructions.

TonyBrownsJournal.com will continue to bill your Payment Method on a monthly basis for your Subscription fee until you cancel. You may cancel your Subscription at any time.

TonyBrownsJournal.com will automatically begin billing you for a monthly Subscription at the end of the Free Trial Period unless you cancel prior to the end of that period. To view the details of your membership, including your Subscription status, monthly fees and the end date of your Free Trial Period, please access Membership Terms of Service. A day is defined as the 24 hour period beginning at the time you activate a Free Trial Period; a month is defined as thirty (30) consecutive days. If you activate a Free Trial Period, your Subscription will begin on the last day of your Free Trial Period and will continue on a month-to-month basis. If you pay by credit card, your available credit may be reduced by an amount equal to approximately one month of service when you activate a Subscription or a Free Trial Period. For the sake of clarity, TonyBrownsJournal.com will charge your credit card unless you fail to cancel your Subscription prior to the end of your Free Trial Period.

You have registered to try the Services on a 21-day FREE trial period ("Trial Period"). As a trial user, your right to access and use the Services and portions of our Website may be limited as described in our Website. You acknowledge and agree that You have read the terms and conditions surrounding your trial use of the Services as stated on our Website, which such terms are hereby incorporated into this Agreement. All applicable terms and conditions contained in this Agreement shall apply to your use during the FREE 21-DAY Trial Period.

If you decline to purchase a paid membership, we reserve the right to retain your Identity Information for the purpose of contacting you from time to time to provide information and to offer our products and services to You.

YOU AGREE THAT FAILURE TO CANCEL THIS AGREEMENT SHALL INDICATE YOUR IRREVOCABLE CONSENT AND AUTHORIZATION TO SUCH AUTOMATIC BILLING BY US. YOU AGREE THAT YOU HAVE BEEN GIVEN EVERY OPPORTUNITY TO REVIEW THE TERMS BEFORE PROVIDING YOUR BILLING INFORMATION. You may cancel your trial membership at any time before the expiration of the Trial Period for any reason by contacting PayPal AND by sending an email to

mail@tbol.net with the subject line "Cancellation." Include your stated desire to cancel in the body of your email and reference the Services. PayPal will send You written confirmation that your this Agreement has been terminated and, upon such termination, we will not debit your credit card or other payment method.

Registration & Membership Accounts

We require that you register and create an account in order to subscribe to the Services offered through our Website. Once you provide the requested information during the registration process, an account will be automatically created. Please be sure to keep your username and password handy and in a safe place. You also warrant and represent to us that any information you provide during registration is accurate and current, and that You are authorized to provide such information. You will be required to maintain and update your registration information as required to keep your information complete and accurate at all times. We may, in our discretion, terminate, suspend, or modify your registration with, or access to, all or part of the Website and/or the Services, without notice, at any time if you have provided untrue, inaccurate or incomplete registration information. You will be issued or required to create a user ID and password to log-in to the restricted areas of our Website in order to use the Services. You can use this log-in information to access the Services at any time and You may create a unique user ID and password after you have logged-in for the first time. It is your responsibility at all times to maintain the security and confidentiality of your account information, including your user ID and password information. We are not responsible and shall have no liability to You for any misuse or unauthorized access or use of your account. You agree that You shall be the only user of your account and will not allow others to use your account information to log-in and access this Website other than has may be expressly allowed under your license rights stated in this Agreement. You assume liability for and are solely responsible at all times for all use and all actions made under or through your account including, but not limited to, unauthorized use by any third parties or any employees. You agree that we may act in reliance, without investigation, upon any of your log-In information. We will not be required to inquire into the truth or evaluate the merits of any of your log-In information.

User Restrictions

You acknowledge and agree that any unauthorized use, copying or distribution of our Website or separate Website elements or Materials (as defined in our Website Terms of Use) is expressly prohibited by law. Without limitation, You agree not to do any of the following: (i) Attempt to gain unauthorized access to the Website or to other accounts, computer systems or networks connected to the Website, whether through hacking, password mining or any other means; (ii) Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations, or labels of the origin or source of software or other material contained in a file that is uploaded; (iii) Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website; (iv) Engage in any systematic extraction of data or data fields, including without limitation e-mail addresses; (v) Disrupt, interfere with or inhibit any other person's use and enjoyment of the Services; (vi) Violate our rights or any third party rights, including without limitation abuse, defame, defraud, harass, stalk, threaten or otherwise violate our legal rights (such as rights of privacy and publicity) or any third party legal rights; (vii) Use our domain name as a false or pseudonymous return e-mail address; (viii) Use our business or domain name to market or sell any goods or services (including advertising and making offers to buy or sell goods or services or implying that we in any manner endorse or are associated with such goods and services), unless we have given our prior written consent; (ix) Use the Website in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Website or any networks connected to the Website; or (x) Access or use the Website or the Services in any manner that could damage, disable, overburden or impair any of our servers or the networks connected to any of our servers.

Termination & Refunds

You may terminate this Agreement before the expiration of the Term (or any applicable renewal term) for any reason or for no reason by sending an email to mail@tbol.net with the subject line "Cancellation." Include your stated desire to cancel in the body of your email and reference the Services. Upon receipt of your email, we will send You written confirmation that this Agreement has been terminated and, upon such termination, this

Agreement will terminate and we will stop debiting your credit card or other payment method. Absolutely no refunds or partial refunds shall be made to You in the event of any termination of this Agreement by You. If you cancel this Agreement at any time before payment of any remaining fees due for the then current Term or period covering the cancellation date, we shall debit your credit card or other payment method after cancellation for this final charge in full and You shall remain liable for all remaining fees required to be paid during the Term. In the event this Agreement is terminated, such termination shall be effective beginning at 12:00 A.M. EDT (GMT-5 hours) the day following the date You send email notice to us. Notwithstanding, If you fail to accept an update or amendment of this Agreement (as described in this Agreement), this Agreement shall automatically terminate.

We may terminate this Agreement at any time in our sole discretion and terminate your use and access of our Website prior to the end of the Term by sending you a notice of termination to the e-mail address included in your log-in information (which notice shall be effective upon being sent by us) if: i) You violate or breach one or more provisions of this Agreement; or ii) we determine in our sole and exclusive judgment that terminating your access to our Website is advisable for security reasons, to protect us from liability, or to maintain the continued normal uninterrupted operation of our Website. Once this Agreement is terminated for any reason, your license to use the Services shall terminate and shall otherwise be revoked by us. Any rights of access to any Services or benefits will terminate.

Indemnification by You

You hereby agree to defend, indemnify and hold us, our officers, directors, employees, consultants, agents, representatives, joint venture or joint venture partners, attorneys or any parent, subsidiary or other entity controlled or owned by us, harmless from and against any and all claims, liabilities, damages or costs (including without limitation fees, costs and other expenses of attorneys and expert witnesses) arising out of or in any way related to: (i) any breach of this Agreement by You; (ii) your use of and access of our Website and use of the Services; (iii) any actual or alleged violation by You or by any person using your user account information (whether or not such use is authorized by You) of this Agreement or any applicable law, or any intellectual property, proprietary, privacy or other right of any third party; (iv) any credit-card funded payments to us that are reversed, to the extent applicable or (v) your negligence or willful misconduct.

WARRANTY DISCLAIMER

THE SERVICES ARE BEING MADE AVAILABLE AND SOLD ON A "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS" AND IS BEING PROVIDED WITHOUT ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY REGARDING THE QUALITY, USEFULNESS, RELIABILITY OF OR PERFORMANCE OF THE SERVICES OR THAT THE SERVICES WILL MEET YOUR EXPECTATIONS OF USE. YOU AGREE TO ASSUME THE SOLE RISK ASSOCIATED WITH YOUR USE OF THE SERVICES. WE DO NOT WARRANT THAT THE SERVICES ARE APPROPRIATE OR LEGAL IN YOUR JURISDICTION. WE ARE NOT RESPONSIBLE FOR ANY UNAVAILABILITY, INTERRUPTION OR DELAY OF ANY SERVERS OR WITH TELECOMMUNICATIONS OR THIRD PARTY SERVICES (INCLUDING DNS PROPAGATION) NECESSARY TO HOST OUR WEBSITE AND/OR TO PROVIDE ACCESS TO ANY SERVICES OR MATERIALS MADE AVAILABLE THROUGH OUR WEBSITE, UNDER ANY CIRCUMSTANCES. THE USE OF THE SERVICES AND THE MATERIALS THEREFROM SHALL BE DONE SOLELY AT YOUR OWN DISCRETION AND RISK AND WITH YOUR UNDERSTANDING THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY LOSS OF DATA OR ANY OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. WE SHALL HAVE NO RESPONSIBILITY FOR ANY FAILURE THAT ARISES OUT OF YOUR USE OF THE WEBSITE AND THE SERVICES WITH ANY HARDWARE CONFIGURATION, PLATFORM OR OPERATING SYSTEM, INCLUDING WITHOUT LIMITATION ANY FAILURE RELATED TO OR ARISING FROM YOUR INABILITY TO CONNECT TO OR TO ACCESS THE WEBSITE OR SERVICES DUE TO PROBLEMS RELATED TO YOUR PC HARDWARE, SOFTWARE, NETWORK, NETWORK SETUP OR SECURITY, OR YOUR INTERNET

SERVICE PROVIDER OR ANY OTHER SIMILAR PROBLEM.

LIMITATION OF LIABILITY

YOU AGREE THAT NEITHER US, OUR OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AFFILIATES, AGENTS, ATTORNEYS, SUCCESSORS AND/OR ASSIGNS (AS APPLICABLE), SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR ANY OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR ACCESS AND USE OF THE WEBSITE OR THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, LOST DATA OR LOST GOODWILL OR ANY OTHER DAMAGES. YOU AGREE THAT THE COMPANY'S LIABILITY SHALL IN ALL CASES BE LIMITED TO THE MEMBERSHIP FEES FOR THE SERVICES PAID BY YOU DURING THE TERM IN WHICH ANY SUCH DAMAGES OR LOSS HAS OCCURED. WE SHALL NOT BE LIABLE TO YOU AS STATED HEREIN REGARDLESS OF THE CAUSE OF ANY SUCH DAMAGE OR THE NATURE OF ANY CLAIM, WHETHER FOR BREACH OF CONTRACT, BY STATUTE, FOR ANY TORTIOUS CONDUCT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR BY ANY OTHER LEGAL THEORY, WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE SAME. **ACCORDINGLY, YOU AGREE TO WAIVE YOUR RIGHTS UNDER ANY LAWS THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS, INCLUDING CALIFORNIA CIVIL CODE SECTION 1542 IF YOU ARE A RESIDENT OF THE STATE OF CALIFORNIA, OR ANY OTHER APPLICABLE STATE LAWS.**

Exceptions to Disclaimers & Limitations

Some jurisdictions do not allow the waiver of certain warranties or the limitation of liability for certain damages. Accordingly, some of the above warranty disclaimers and limitations of liability may not apply to you. To the extent that we may not disclaim any implied warranty or limit its damages, the scope and duration of any required warranties under law and the extent of our liability shall be as limited as allowed under any applicable laws.

Compliance with Laws

You are solely responsible for compliance with any laws applicable to your purchase of any the products or services made available through this Website. You agree to comply with all applicable laws and regulations of the United States and the various states. Access and use of this Website from any jurisdictions where the products or services being provided are illegal is strictly prohibited and we shall have no liability to You whatsoever in such case. By purchasing any product from us, You represent that the products ordered will be used only in a lawful manner.

Privacy Policy Consent

By entering into this Agreement, you agree to our collection, use, and disclosure of your personally identifiable information in accordance with the **Privacy & Communications Policy** contained on this Website. We may use and share your personally identifiable information you submit through the registration/sign-up process and your use of the Services with any third parties as set forth in our Privacy Policy. This information may include "Identity Information" such as your email address, name, address or phone number and/or Website "Use information" that we automatically collect about your use and interaction with our Website and the Services, as defined in our Privacy Policy. You acknowledge that you have accessed and read the Privacy Policy and that it is a part of this Agreement and You hereby consent to our use any of your personally identifiable and or Website Use Information as described therein. We may also use cookies as described in our Privacy Policy, for the purpose of managing your access to the Website and delivering services to You. The manner in which we use any Identity Information or any other information that You submit or that we collect automatically through your access and use of the Services under the terms of this Agreement shall at all times be consistent with our Privacy Policy. If there is any conflict between the terms of the Privacy Policy and the terms of this Agreement, the

terms of this Agreement shall control.

Modifications

We reserve the right, at any time, to amend the provisions of this Agreement. If you do not accept any amendments, this Agreement will terminate. Please regularly check this Agreement as posted on this Website to view the then-current terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, if we post amended terms to this Agreement on our Website, such terms will automatically become effective, shall be incorporated into this Agreement immediately upon being posted, and where inconsistent with any other terms and conditions of this Agreement, shall supersede any such conflicting terms or conditions. By accessing and using our Website and the Services after such revised terms are posted, You agree to be bound by any such revised terms. You agree to periodically visit our Website to examine the then-current terms and conditions of this Agreement. Your access and use of the Website and the Services will always be subject to the most current versions of these Terms of Service and our Privacy Policy, as well as the Website Terms of Use in effect at the time of such use. Please regularly review the Terms of Use on the home page of the Website to view the then-current Terms of Use, Terms of Service and Privacy Policy.

Miscellaneous:

A. Entire Agreement. You agree that this Agreement constitutes the complete and exclusive agreement regarding your access to and use of the Services, along with the terms contained in the Website Terms of Use, and supersedes any prior communications, representations or agreements of the parties, whether written or oral. This Agreement cannot be altered, amended, or modified except in writing executed by an authorized representative of each party. Neither electronic mail nor instant or text messaging shall be considered a writing sufficient to change, modify, extend or otherwise affect the terms of this agreement.

B. Authority. If You are accepting these terms on behalf of another person or a company or other legal entity, You represent and warrant that You have full authority to bind that person, company, or legal entity to these terms and otherwise have authority to enter into this Agreement.

C. Severability. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be invalid, illegal, or unenforceable in any respect, for any reason, the validity, legality and enforceability of the remainder of that provision, any other remaining provisions, and of the entire Agreement shall not in any way be affected or impaired thereby, and shall be interpreted, to the extent possible, to achieve the purposes as originally expressed with the provision found to be invalid, illegal or unenforceable. Each provision hereof is intended to be severable, and the validity, legality, or enforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of the remainder of the Agreement.

D. Arbitration. YOU AGREE TO GIVE UP YOUR RIGHTS TO BRING ANY CLAIMS RELATING TO THIS AGREEMENT OTHER THAN TO PROTECT YOUR INTELLECTUAL PROPERTY BEFORE A COURT OF LAW OR OTHER LEGAL TRIBUNAL AND TO RESOLVE ALL DISPUTES OR CLAIMS EXCLUSIVELY BY ARBITRATION. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, any and all claims, disputes or controversies of whatever kind and nature, whether preexisting, present or future between You and us, our agents, employees, principals, directors, officers, shareholders, members, managers, successors and assigns, to the extent applicable, arising from or relating to this Agreement, its interpretation or validity, shall be resolved exclusively by binding arbitration pursuant to the then-current rules of the American Arbitration Association ("AAA") and shall be administered by the AAA. Notwithstanding the foregoing, to the extent You have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in state or federal court under the terms of this Agreement. Any arbitration proceeding shall be brought and heard in New York County, State of New York. The arbitrator shall be authorized to grant any relief available under law or in equity and any award rendered shall be final and conclusive upon the parties, except that the arbitrator shall not be authorized to award punitive damages to either You or us. Any judgment may be entered in any court having jurisdiction and the arbitrator may award reasonable costs and fees, including reasonable attorney's

fees and all arbitration fees, to the prevailing party, notwithstanding the then current rules of the AAA. YOU AGREE THAT A WRITTEN NOTICE REQUESTING ARBITRATION MUST BE PROVIDED TO US WITHIN ONE (1) YEAR AFTER THE ACTS OR OCCURRENCES SUPPORTING SUCH A CLAIM, WITHOUT TOLLING FOR A FAILURE TO DISCOVER SUCH ACT OR OCCURRENCE. If You do not send a written notice to us within the requisite one (1) year period, that claim (or those claims) shall be waived and released and You shall be forever barred from asserting that claim (or those claims) in the future.

E. Venue & Choice of Law. Any and all claims, demands, controversies or legal proceedings arising out of or related to this Agreement may only be brought exclusively in a state or federal court situated in New York County, State of New York, and You hereby give your irrevocable consent to submit to the personal jurisdiction of such court and consent to extra-territorial service of process. Further, You waive any right to challenge the selection and choice of jurisdiction and You acknowledge that the right of selection of jurisdiction being waived by You is a valid part of the consideration under this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to conflict of laws principles and without regard to any applicable International laws, treaties or regulations.

F. Waiver. The waiver by us of a breach of any provision of this Agreement by You shall not operate or be construed as a waiver of any other or subsequent breach by You.

G. Prior Dealings. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of or interpretation of any provision contained in this Agreement.

H. Assignment. This Agreement inures to the benefit of and is binding upon the parties and their successors and assigns. You may not assign, delegate or otherwise transfer all or any part of your rights or obligations under this Agreement without prior written consent by us. Any such attempted assignment, delegation, or transfer will be null and void.

I. Survival. Any provisions in this Agreement which by their nature extend beyond the termination or expiration of any license to use the Services will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

J. No Joint Venture or Partnership. Nothing in this Agreement will be construed as creating a joint venture, partnership, agency or employment relationship between the parties, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

K. Force Majeure. We shall not be liable for any delay or failure in our performance under this Agreement due to Force Majeure, which shall mean acts of God, earthquake, labor disputes, changes in law, regulation or government policy, riots, war, fire, flood, insurrection, sabotage, embargo, epidemics, acts or omissions of vendors or suppliers, transportation difficulties, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed to host this Website or otherwise fulfill our obligations to You under this Agreement.