#### PLEASE READ.

# YOUR USE OF THIS SITE IS SUBJECT TO THESE TERMS OF USE AND OUR PRIVACY POLICY. BY USING THE SITE, YOU CONSENT TO THE COLLECTION AND USE OF YOUR DATA IN ACCORDANCE WITH OUR PRIVACY POLICY.

These Terms of Use ("Terms") apply to the web sites, web pages, interactive features, applications, widgets, blogs, social networks, social network "tabs," alternative reality worlds or features, or other online or wireless offerings that post a link to these Terms. whether accessed via computer, mobile device or other technology, manner or means (each, a "Site," and collectively, the "Sites"). The Sites are offered by JGP Law, LLC and/or one of its subsidiaries or affiliated companies or other companies associated with JGP Law, LLC (collectively, "JGP," or "we", "us", "our"). These Terms govern your rights and responsibilities in connection with the particular Site you are using (referred to sometimes as "the" Site). The term "Site" includes the content on that Site, all of our services provided on or through that Site (the "Site Services"), and any software that we make available on or through that Site (the "Software"), unless otherwise specified. You "use" the Site anytime you access (via computer, mobile device or other technology), view, link to or from, or otherwise interact or communicate with or connect to, the Site (or any parts thereof) or interact or communicate with other users through the Site (including, without limitation, on message boards, chat rooms and/or other communities established on the Site). Your use of the Site (or any part thereof) signifies your agreement to be bound by these Terms and the JGP Privacy Policy (the "Privacy Policy"), which is hereby incorporated by this reference into these Terms. These Terms are a binding legal agreement between you and JGP: please read them carefully before you use the Site. Do not use the Site if you do not agree with any of the terms contained herein.

Given the nature of the Internet, even though the Site is ordinarily (but not always) targeted to United States of America ("USA") residents, it may be accessed in other parts of the world. If you are not a USA resident and yet use the Site, you acknowledge, understand and agree that you are doing so on your own initiative and at your own risk and that it is your responsibility (and not ours) to make sure that your use of the Site complies with all applicable local laws in the jurisdiction from where you access or use the Site. IF YOU ARE NOT A USA RESIDENT, BY SUBMITTING YOUR PERSONALLY IDENTIFIABLE INFORMATION ON THE SITE, YOU EXPRESSLY CONSENT TO THE TRANSFER OF SUCH DATA TO THE USA, AND TO THE PROCESSING OF SUCH DATA ON JGP'S (OR ITS DESIGNATED VENDORS') USA SERVERS, WHERE YOUR DATA WILL BE GOVERNED BY USA LAWS THAT MAY PROVIDE A LOWER (OR DIFFERENT) LEVEL OF DATA PROTECTION THAN YOUR COUNTRY.

JGP reserves the right, at its sole discretion, to change, modify, and/or add to these Terms or to the Privacy Policy, in whole or in part, at any time. Changes to these Terms or the Privacy Policy will be effective when posted. You agree to review these Terms and the Privacy Policy periodically to become aware of any changes. Your use of the Site or any part thereof after any changes to these Terms or the Privacy Policy are posted will be considered acceptance of those changes and will constitute your agreement to be bound thereby. If you object to any such changes, your sole recourse will be to stop using the Site. Your use of certain Site features, functionality, programs or

Services (including, without limitation, contests, sweepstakes, promotions, wireless marketing opportunities, photo or video or other User Submissions (as defined below) uploading/posting opportunities, RSS feeds, etc.) offered on or through the Site may be subject to additional or special terms and conditions ("**Special Rules**"), and before you use any such features, functionality, programs or Services you may be required to indicate your acceptance of such additional Special Rules. All Special Rules are incorporated into these Terms as if fully set forth herein.

### **OWNERSHIP; RESTRICTIONS ON USE**

The content of the Site and all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein are owned by JGP and/or its licensors and are protected by applicable USA and international copyright and other intellectual property laws. You acknowledge, understand and agree that you shall not have, nor be entitled to claim, any rights in and to the Site content and/or any portion thereof, except; (i) with respect to your own User Submissions (excluding any materials e.g., key art, title treatment, clips, stills, music tracks, etc. - used in your User Submissions that may have been licensed to you by JGP for use in your User Submissions, for example in connection with a contest or other program or feature offered on the Site (such content referred to as the "JGP Licensed Assets")); and/or (ii) to the extent of your limited rights to use the Site for certain personal (non-commercial) purposes, as set forth below in the section titled LICENSES GRANTED TO YOU, subject to the conditions set forth in the YOUR RESPONSIBILITIES section below and the other terms and conditions of these Terms. Except in connection with your own User Submissions (and then only to the extent you control them), or unless expressly authorized by JGP pursuant to these Terms or otherwise, you agree not to copy, reproduce, duplicate, stream, capture, access through technology or means other than those provided on the Site, perform, transfer, sell, resell, download, upload, archive, license to others, edit, modify, manipulate, create derivative works from or based upon (including, without limitation, mash-ups, montages, wallpapers, ringtones, greeting cards, T-shirts or other merchandise), publish, republish, post, transmit, publicly display, frame, link from or to, distribute, share, embed, translate, decompile, reverse engineer, translate, incorporate into any hardware or software application, use for commercial purposes, or otherwise use or exploit the Site or any component part thereof. Any of the unauthorized uses referred to above would constitute an infringement of the copyrights and other proprietary rights of JGP and/or its licensors (including, without limitation, other Site users who have submitted their own User Submissions) and a violation of these Terms and may subject you to civil and/or criminal liability under applicable laws.

#### LICENSES GRANTED TO YOU

Subject to these Terms (including, without limitation, the YOUR RESPONSIBILITIES section set forth below), we hereby grant you, <u>if and only to the extent the necessary functionality is provided to you on or through the Site</u>, the following limited, revocable, non-exclusive, non-transferable, non-assignable, worldwide, royalty-free rights and licenses (each a "**License**"):

the License to access, view and otherwise use the Site (including, without limitation any Site Services provided on or through the Site) for your personal (non-commercial), lawful use only, as intended through the customary and authorized functionality of the Site;

the License to stream Site content using any of the widgets and/or other digital streaming Internet video players, if any, provided on the Site (any such widget or other digital

streaming Internet video player referred to as a "Site Widget") for your personal, lawful use only:

the License to cut and paste certain code expressly made available to you through the Site (whether such functionality is designated as "sharing" functionality or not) in order to embed, re-publish, maintain, and/or display the specific Site content to which such code relates on your own personal, customized social networking Web page(s), Web blog(s), or microblog(s) (collectively, your "Personal Social Media"), and/or, if the Site provides "widget grabbing and embedding" functionality, to "grab" a Site Widget and embed, republish, maintain, and/or display such Site Widget on your Personal Social Media;

the License to cut and paste certain code expressly made available to you through the Site, and/or if the Site provides "widget grabbing and embedding" functionality, to "grab" a Site Widget, to forward, as applicable, such code and/or Site Widget to your friends, so that they can view the Site content contained therein, and/or if, they so desire, so that they themselves may embed the forwarded piece of code or Site Widget on their own Personal Social Media or re-forward it to their own friends:

if the Site includes a "Send to Friend" or similar tool that allows you to initiate and send to one of your friends an email communication that includes Site content, and the tool is operational, the License to use the tool to request that the Site's servers convey your message to your friend;

if the Site includes a "Download" link next to a piece of Site content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), the License to download a single copy of such content to a single computer, mobile or other permitted device for your personal, non-commercial use only;

if the Site enables you to download Software, the License to install and use one copy of the Software on your personal computer system, mobile or other permitted device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, that you understand and agree that (i) by allowing you to download the Software, JGP does not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software's owner (which may be JGP and/or its third party Software licensor) will retain full and complete title to such Software; (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software without the prior written consent of JGP; (iii) you may not assign, rent, lease, or lend the Software to any person or entity and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect; (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law, and (v) because the laws and regulations of the USA restrict the export and re-export of commodities and technical data of USA origin, including the Software, you will not export or re-export the Software in any form in violation of the laws of the USA or any foreign jurisdiction, and in addition, you represent and warrant that you are not a national or resident of any country to which the USA has embargoed goods, or on the USA Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial and Prohibition Orders:

the License to obtain a registered personal account (and/or related username and password) on the Site and interact with other Site users as part of Site-based chat rooms, message boards, social media networks, online multiplayer games and/or other activities or similar Services offered on the Site; and

the License to use any other functionality expressly provided by JGP on or through the Site for use by users, subject to these Terms (including, without limitation, functionality to create and/or Submit User Submissions).

#### YOUR RESPONSIBILITIES

Your rights under any one or more of the Licenses set forth above are conditioned upon your compliance with each of the following:

you will not create or Submit (as defined below) a User Submission that is unlawful, pornographic, obscene, defamatory, libelous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive, or that encourages criminal conduct, or that gives rise, or potentially gives rise, to civil or criminal liability, or that violates any applicable laws, rules, regulations or Federal Trade Commission guidelines ("Applicable Laws"), or that infringes or violates other parties' intellectual property, publicity, or privacy rights or links to infringing or unauthorized content;

you will not embed, re-publish, maintain and/or display any Site content (including, without limitation, any of your own User Submissions) on any Personal Social Media or other web site or other Internet location that ordinarily contains or hosts content that is unlawful, pornographic, obscene, defamatory, libelous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive, or that encourages criminal conduct, or that gives rise, or potentially gives rise, to civil or criminal liability, or that violates any Applicable Laws, or that infringes or violates other parties' intellectual property rights or links to infringing or unauthorized content;

you will not send spam, chain letters, pyramid schemes or any other unsolicited or unauthorized advertising or promotional materials, or harass, bully, stalk, harm, or otherwise cause mental or physical distress or injury to anyone, or defame or disparage someone, or engage in any other unlawful or objectionable conduct while using the Site;

you will provide accurate, current and complete information about you or anyone else, and you will not provide false information about you or anyone else (including, without limitation, when you are being asked on the Site to provide accurate information about your age), and you will not impersonate or appear to impersonate anyone else or otherwise misrepresent your affiliation with any person or entity;

you will not use any one or more of the Licenses granted to you (and any associated functionality) to collect, obtain, compile, gather, transmit, reproduce, delete, revise, view, display, forward, any material or information, whether personally identifiable or not, posted by or concerning any other user of the Site, unless you have obtained prior permission from such user to do so;

you will not interfere with or disrupt, or attempt to interfere with or disrupt, the operation of the Site (or any parts thereof);

you will abide by all copyright notices, information, and restrictions contained in or associated with any of the Site content;

you will not remove, alter, interfere with or circumvent any copyright, trademark, watermark, or other proprietary notices marked/displayed on Site content, Software or Site Services;

you will not remove, alter, interfere with or circumvent any digital rights management mechanism, device or other content protection or access control measure (including, without limitation geofiltering and/or encryption) associated with Site content;

you will not use any of the rights granted to you or any of the Site content or Site Services in a manner that suggests an association with any of JGP's products, services or brands, unless otherwise specifically permitted by JGP (including, without limitation, if you have been "designated" a Site or JGP "ambassador");

you will not use bots, spiders, offline readers or other automated systems to access or use the Site in a manner that sends more request messages to the Site's servers in a given period of time than a human can reasonably produce in the same period by using a conventional Web browser, unless you are a lawfully operating a public search engine, in which case (subject to JGP's full discretion to revoke this exception at any time), you may use spiders to index materials from the Site for the sole purpose of creating publicly available searchable indices (but not caches or archives) of such materials;

you will not knowingly transmit any material that contains adware, malware, spyware, software viruses, timebombs, cancelbots, worms, trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

you will not do anything that is likely to adversely affect or reflect negatively upon or harm the goodwill or reputation of JGP or any of its affiliates, or the Site, or any of the content running or being promoted on the Site (including, without limitation, any movie, television program or other initiative);

you will not do anything on the Site that would prevent other users' access to or use of the Site or any part thereof;

you will be responsible for maintaining the confidentially of any username or password associated with access to the Site (including, without limitation, in those instances in which the Site uses the account creation mechanism and management of a third party's social network, website or device), and you are solely responsible for all activities that occur under your username and/or password; and

you will use the Site and the Licenses at all times in compliance with these Terms and all Applicable Laws.

# <u>USER SUBMISSIONS; GRANT OF LICENSE TO JGP; YOUR WARRANTIES AND REPRESENTATIONS</u>

The Site may enable you to send, post, upload, transmit through webcam or similar functionality or otherwise submit to the Site (including, without limitation, by allowing you to provide the URL of where a particular piece of your content resides), or otherwise display or exchange (including, without limitation, with other Site users) on or by means of the Site to other destinations, such as social networking pages (including, without limitation, to your Personal Social Media) (collectively, "Submit"), your videos, textual comments, photographs, images, or other creative works and/or other personal media content and your ideas, opinions, feedback, and other information, (collectively, your "User Submissions"), and such User Submissions will generally be available to all users of the Site or to others using the destinations (such as for example social networking pages) where you have submitted your User Submissions. By Submitting your User Submissions on or by means of the Site you expressly acknowledge and agree that you

and only you will be responsible for the content of your User Submissions and for any consequences that may arise therefrom. Except as may otherwise be provided in any Special Rules, it is not JGP's regular, established practice to monitor, control, or have knowledge of the User Submissions Submitted using the Site, but JGP may do so in its sole discretion. When you Submit (or attempt to Submit) your User Submissions on or by means of the Site, you automatically grant to JGP and its affiliates, an irrevocable, perpetual, worldwide, unconditional, unrestricted, fully-paid, royalty-free, transferable, fully sublicenseable to multiple tiers of sublicensees, non-exclusive right and license (the "JGP License") to display, publicly perform, distribute (including, without limitation, through third-party Web sites, blogs, microblogs and other social networking media and Internet and mobile resources and applications), store, transcode, host, cache, maintain, broadcast, webcast, mobilecast, transmit, distribute, tag, track, reproduce, edit, modify, format, re-format, link to and from, translate, delete, create derivative works, combine with other content, categorize, and/or otherwise use, reuse and/or otherwise exploit your User Submissions (or any portions or derivative works thereof) and any names. likenesses, voices, images, digital recordings, performances, and other ideas, concepts, feedback and other materials included in your User Submissions, in any manner, medium or content delivery technology now known or hereinafter devised, for any purpose, as determined solely in JGP's (or its authorized designees/licensees') sole discretion, without the requirement for any compensation to you or anyone else, or the need to require additional consent from you or anyone else, or the need to provide prior notification or any credit to you or anyone else. The JGP License shall survive in perpetuity in accordance with its terms regardless of whether you stop using the Site or JGP terminates your access to the Site.

NOTHING CONTAINED HEREIN SHALL BE DEEMED TO TRANSFER TO JGP OR TO ANY OF ITS AFFILIATES ANY OWNERSHIP RIGHTS IN AND TO YOUR USER SUBMISSIONS, PROVIDED, HOWEVER, THAT JGP AND/OR ITS AFFILIATES AND/OR ITS LICENSORS WILL RETAIN SOLE AND EXCLUSIVE OWNERSHIP OF ANY OF THE JGP LICENSED ASSETS (IF ANY) INCLUDED IN YOUR USER SUBMISSIONS. EVEN THOUGH BY SUBMITTING YOUR USER SUBMISSIONS YOU ARE GRANTING TO JGP THE BROAD RIGHTS AND LICENSES SET FORTH ABOVE, YOU ACKNOWLEDGE AND UNDERSTAND THAT NOTHING CONTAINED HEREIN SHALL OBLIGATE JGP AND/OR ANY OF ITS AFFILIATES OR AUTHORIZED DESIGNEES TO HOST, DISTRIBUTE, DISPLAY OR OTHERWISE EXPLOIT ANY OF YOUR USER SUBMISSIONS OR EXERCISE ANY OTHER RIGHTS UNDER THE JGP LICENSE.

You acknowledge and agree that: (a) you have no expectation of confidentiality of any nature with respect to any of your User Submissions, and (b) JGP and/or any of its affiliates may already have projects under consideration that are similar to your User Submissions or may independently develop projects that are similar to your User Submissions, or other User Submissions transmitted by other users of the Site may be similar or the same as your User Submissions. Because of the viral nature of social media, you should not submit any content or information to JGP that you do not want to be viewed and "shared" or otherwise distributed by others. In connection with all of the User Submissions you Submit to the Site, and any other activities that you conduct on or by means of the Site, you represent, warrant and covenant that: (i) the User Submissions are original to you (in other words, that you own all rights in and to your User Submissions) or, alternatively, that you have acquired all necessary rights in your User Submissions to enable you to grant to JGP the JGP License; (ii) you have paid or

satisfied and will pay or satisfy in full all license fees, clearance fees, royalties, and any other financial or third party obligations of any kind, if any, arising from any use or exploitation of your User Submissions, and JGP will not be responsible for such obligations; (iii) your User Submissions do not infringe the intellectual property rights, privacy rights, publicity rights, or any other legal or moral rights of any third party; (iv) neither your User Submissions, nor any of the other activities that you undertake on the Site, are or will at any time be: defamatory or disparaging of any individual or entity, unlawful, pornographic, obscene, threatening, vulgar, indecent, profane, hateful, sexually explicit or sexually suggestive, intended to bully or harass or stalk, or resulting in bullying, harassing, or stalking, racially or ethnically or culturally offensive, or otherwise objectionable or encouraging of criminal conduct, or giving rise, or potentially giving rise, to civil or criminal liability, or linking to infringing or unauthorized content, or transmitting unsolicited advertising materials, or intended to result in, or resulting in, any mental or physical distress or injury to any person, violative of any Applicable Laws or these Terms, or violative of any person's publicity or privacy rights; and (v) your User Submissions are not intended by you to benefit any commercial enterprise associated with you or any third party. You agree to keep all records necessary to establish that your User Submissions do not violate any of the foregoing representations and warranties and to make such records available to JGP upon JGP's request.

JGP is not responsible for any loss, theft or damage of any kind to any User Submissions.

You acknowledge that JGP does not as a matter of its ordinary practice pre-screen any User Submissions submitted by you or other users of the Site but that JGP (and/or any of its authorized designees) has the right to and may pre-screen or review after initial submission any of the User Submissions for a variety of reasons, including, without limitation, for compliance with these Terms or Applicable Laws, or if otherwise desired or necessary, as determined by JGP in its sole discretion. JGP shall have the right in its sole discretion to refuse, remove, edit, or disable any of your User Submissions (and/or any other Site users' User Submissions) that violate these Terms or are otherwise objectionable, as determined by JGP in its sole discretion, as well as terminate your and/or any Site user's continued access to and/or other use of the Site (including, without limitation, access to and/or use of any of the Site Services, features or functionality available on or through the Site). JGP does not control or endorse any User Submissions, and any User Submissions submitted to the Site do not reflect the opinions, views or policies of JGP or any of its affiliates. JGP disclaims any and all liability in connection with any and all User Submissions, and you agree to waive any legal or equitable rights or remedies you may have against JGP or any of its affiliates with respect to such User Submissions.

If you remove or delete any of your User Submissions from the Site, that User Submission will be removed from the Site within a reasonable period of time. Nonetheless, a User Submission that you remove may still be available to third parties who previously acquired the link to that User Submission and JGP may maintain copies for archival purposes.

JGP reserves the right to display advertisements in connection with your User Submissions and to use your User Submissions to advertise and promote your User Submissions or the Site (in whole or in part) or any of JGP's products or services. You acknowledge and agree that you have no right or interest in any of the revenue

generated from such advertisements.

These provisions shall remain in full force and effect in perpetuity notwithstanding any termination of your use of the Site.

#### THIRD PARTY LINKS

The Sites may link to and/or contain advertisements about, non-PPE owned or controlled Web sites or other Internet or mobile resources. You acknowledge and understand that JGP does not endorse or sponsor such other third party Web sites or other Internet resources and JGP EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY AND LIABILITY FOR ANY CONTENT, SOFTWARE, FUNCTIONALITY, SERVICES OR ADVERTISED PRODUCTS OR SERVICES FOUND ON OR RELATED TO ANY SUCH THIRD PARTY WEB SITE OR OTHER INTERNET OR MOBILE RESOURCES.

#### **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE (AND ANY PORTION OF THE SITE) IS PROVIDED "AS IS" "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, JGP AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT).

Neither JGP nor any of its affiliates make any warranties or representations about the accuracy or completeness of content available on or through the Site or the content of any Web sites, Personal Social Media or other Internet or mobile resources linked to the Site and assume no liability or responsibility for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Site (or any parts thereof); (iii) any unauthorized access to or use of JGP's secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Site; (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Site (or any parts thereof) by any third party; and/or (vi) for any loss or damage of any kind incurred as a result of the use of any User Submissions and/or other Site content posted, shared, forwarded, emailed, transmitted, or otherwise made available on or by means of the Site and/or otherwise through your or any other Site users' exercise of any rights under any of the Licenses granted by JGP herein. JGP reserves the right, in its sole and exclusive discretion, to change, modify, add, remove or disable access to any portion of the Site (including, without limitation any of the Site Services).

#### LIMITATION OF LIABILITY

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT WILL JGP OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE

KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE (OR THE USE OF ANYONE USING AN ACCOUNT REGISTERED TO YOU) OF THE SITE OR ANY PARTS THEREOF.

#### **EXCLUSIONS AND LIMITATIONS**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent JGP may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of JGP's liability shall be the minimum permitted under such applicable law.

#### **INDEMNIFICATION**

You agree to indemnify and hold harmless JGP and its affiliates and its and their respective officers, directors, employees, representatives, licensees, authorized designees, successors and assigns from any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable outside attorneys' fees and costs) that such parties may incur as a result of or arising from (i) any of your User Submissions; (ii) your exercise of any of your rights granted under the Licenses without your compliance with your responsibilities set forth in these Terms; (iii) the breach of any of your warranties, representations, covenants, responsibilities or other obligations set forth in these Terms; (iv) your violation of any person's intellectual property, privacy, publicity or other right; (v) the violation of any Applicable Laws and/or these Terms by you and/or anyone using your registered account to access and/or otherwise use the Site (in whole or in part); or (vi) your willful misconduct or the willful misconduct of anyone accessing the Site through your registered account, in connection with your (and/or such other person's) use of the Site (in whole or in part). JGP reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with JGP in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.

# COPYRIGHT INFRINGEMENT NOTIFICATION; DESIGNATED COPYRIGHT AGENT

JGP respects the intellectual property rights of others. Upon proper notice, JGP will remove User Submissions (and any other Site content) that violate copyright law. Pursuant to Title 17 of the U.S. Code, Section 512, JGP has implemented procedures for receiving written notification of claimed copyright infringement on the Site and for processing such claims in accordance with such law. If you believe a work has been copied in a way that constitutes copyright infringement, please send JGP's copyright agent, at the address set forth below, a notification of claimed infringement (an "Infringement Notification") that contains all the following information: (i) identification of the copyrighted work claimed to have been infringed; (ii) identification of the claimed infringing material and information reasonably sufficient to permit JGP to locate the material on the Site; (iii) information reasonably sufficient to permit JGP to contact you, such as an address, telephone number, and, if available, an e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (v) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) your physical or electronic signature.

JGP Designated Copyright Agent 3501 W. Algonquin Road, Suite 135, Rolling Meadows, Illinois 60006. Phone Number of JGP Designated Copyright Agent: 847-721-8122. Fax Number of JGP Designated Copyright Agent: 847-463-0554. E-Mail of JGP Designated Copyright Agent: jimpesoli@gmail.com

By submitting an Infringement Notification, you acknowledge and agree that JGP may forward your Infringement Notification and any related communications to any users who posted the material identified in such notice.

If you believe that your User Submission has been wrongfully removed from the Site, you may send JGP a counter notification. Pursuant to federal law you may be held liable for damages if you make material misrepresentations in a counter notification. In compliance with Title 17 of the U.S. Code, Section 512, your counter notification, to be effective, must be in writing, sent to JGP's Designated Copyright Agent, and include substantially the following information: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled and the location where the material previously appeared on the Site; (iii) 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; and (iv) your name, address, and telephone number and a statement that you consent to the jurisdiction of the Federal District Court in the district in which your address is located (or in the Central District of California, for addresses outside the USA) and agree to accept service of process from the person who submitted the original Infringement Notification that resulted in your User Submission being removed (or an agent of such person) in the event he or she elects to file suit. By submitting a counter notification, you acknowledge and agree that JGP may forward your counter notification and any related communications to the person who submitted the original Infringement Notification that resulted in the removal of your User Submission or to other third parties.

#### **BINDING ARBITRATION**

THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THE UNITED STATES OF AMERICA WITHOUT REGARD TO ANY CHOICE OF LAW OR CONFLICT OF LAWS PRINCIPLES. REGARDLESS OF WHERE YOU LIVE. ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, OR THE SITE, OR THE BREACH OF THESE TERMS AND/OR THE SCOPE OF THE PROVISIONS OF THIS ARBITRATION CLAUSE, SHALL BE SUBMITTED TO JAMS ("JAMS") FOR FINAL AND BINDING ARBITRATION UNDER ITS STREAMLINED ARBITRATION RULES, TO BE HELD IN COOK COUNTY, ILLINOIS, BEFORE A SINGLE ARBITRATOR WHO SHALL BE A RETIRED JUDGE, IN ACCORDANCE WITH ILLINOIS CODE OF CIVIL PROCEDURE. THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES OR, IF THE PARTIES CANNOT AGREE, THEN BY STRIKING FROM A LIST OF ARBITRATORS THE ARBITRATION SHALL BE A CONFIDENTIAL SUPPLIED BY JAMS. PROCEEDING, CLOSED TO THE GENERAL PUBLIC. THE ARBITRATOR SHALL ISSUE A WRITTEN OPINION STATING THE ESSENTIAL FINDINGS AND CONCLUSIONS UPON WHICH THE ARBITRATOR'S AWARD IS BASED. THE ARBITRATOR SHALL HAVE THE POWER TO ENTER TEMPORARY RESTRAINING ORDERS AND PRELIMINARY AND PERMANENT INJUNCTIONS. NEITHER PARTY SHALL BE ENTITLED OR PERMITTED TO COMMENCE OR MAINTAIN ANY ACTION IN A COURT OF LAW WITH RESPECT TO ANY MATTER IN DISPUTE UNTIL SUCH MATTER SHALL HAVE BEEN SUBMITTED TO ARBITRATION AS HEREIN PROVIDED AND THEN ONLY FOR THE ENFORCEMENT OF THE ARBITRATOR'S AWARD.

This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.

#### **SEVERABILITY; WAIVER**

If any provision of these Terms shall be held unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. The failure of JGP to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.

#### **TERMINATION**

You understand and agree that JGP may, in its sole discretion and at any time, terminate or temporarily suspend your rights under any of the Licenses and otherwise your access to the Site, and discard, remove, and/or disable or deactivate any or all of your User Submissions that you Submitted to or by means of the Site and/or any other information and data that you (and/or anyone else) may have provided to or by means of the Site, for any reason. JGP may also, in its sole discretion and at any time, discontinue the Site or any parts thereof or limit or restrict any user access thereto, for any reason, with or without notice. YOU UNDERSTAND AND AGREE THAT JGP MAY TAKE ANY ONE OR MORE OF THESE ACTIONS WITHOUT ANY NOTICE TO YOU, PRIOR OR OTHERWISE, AND YOU UNDERSTAND AND AGREE THAT NEITHER JGP NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON FOR ANY TERMINATION OF YOUR (OR ANYONE ELSE'S) ACCESS TO THE SITE OR PARTS THEREOF AND/OR THE REMOVAL, DISCARDING, DISABLING OR DEACTIVATION OF ANY OF YOUR USER SUBMISSIONS (OR THE USER SUBMISSIONS OF ANYONE ELSE) OR THE REMOVAL, DISCARDING, DISABLING OR DEACTIVATION OF ANY OTHER INFORMATION OR DATA THAT YOU (OR ANYONE ELSE) MAY HAVE PROVIDED ON OR BY MEANS OF THE SITE.

You may discontinue your access to, use or participation on or by means of the Site at any time.

#### **INJUNCTIVE RELIEF**

Notwithstanding anything to the contrary herein, you hereby irrevocably waive any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of any JGP or any JGP affiliate-related motion picture, production or project, or the use, publication or dissemination of any advertising or promotion in connection with such motion picture, production or project. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.

# **CHANGES IN SITE OWNERSHIP**

You will be deemed to have consented to the disclosure to, and use by, a subsequent owner or operator of the Site, of any information about you contained in the applicable JGP database, to the extent JGP assigns its rights and obligations regarding such information in connection with a merger, acquisition, or sale of all or some of JGP's assets, or in connection with a merger, acquisition or sale of all or some assets related to a particular Site, to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, your continued use of the Site signifies your agreement to be bound by the terms of use and privacy statement of the Site's subsequent owner or operator. This provision shall remain in full force and effect notwithstanding any termination of your use of the Site.

Effective Date: January 1, 2013