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121 South Orange, Suite 820B

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www.RightBrainMedia.com

Right Brain Media, Inc. Terms and Conditions

Any person accessing, browsing or otherwise using the Website, shall be deemed a "Visitor" and is bound by these Terms and the Privacy Policy. If you do not agree to be bound by the Terms, or if you do not comply with the Terms, you may not use the Website. All Visitors have access to the Website. To obtain full access to the Website and use the Services, a Visitor must become a registered user ("User").

REGISTRATION

To obtain full access to the Website and use our Services, Visitors are required to become a User and register and select a password and user name. If you register, you must provide accurate and complete registration information and keep this information up to date. Failure to do so shall constitute a breach of the Terms, which may result in immediate termination of your account. You may not: **(i)** enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person; **(ii)** use as a user ID an email address subject to any rights of a person other than yourself without appropriate authorization; or **(iii)** create more than one free account per person. Right Brain Media, Inc. reserves the right to refuse registration or cancel a user ID in its sole discretion. You shall be responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your user ID and password. You agree to **(i)** immediately notify Right Brain Media, Inc. of any unauthorized use of your user ID or password, and **(ii)** ensure that you exit from your account at the end of each session.

ELIGIBILITY

By using the Website you represent and warrant that you have the right, authority, and capacity to enter into this agreement with Right Brain Media, Inc. (the "Agreement") on the conditions as set forth in these Terms.

FEES

Right Brain Media, Inc. reserves the right to change its fees from time to time at its sole discretion. All fees are exclusive of any governmental tax and other levies imposed, if any. Payments are final and nonrefundable. However, if during a calendar month the Website and our Services are not fully operational for at least 99% of the time, due to a cause attributable to Right Brain Media, Inc. Right Brain Media, Inc. will refund the subscription fee for that month at the User's



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request, WHICH WILL BE THE ONLY REMEDY AND OBLIGATION OF RIGHT BRAIN MEDIA, INC. TO YOU IN CONNECTION WITH SUCH EVENT.

USE OF THE WEBSITE

Subject to the restrictions in the Terms, you may use the Website to upload and display data, text, scripts, sound, photographs, graphics, video, interactive features, and other works, provided that you are the rightful owner of, or have a valid license for, such works ("Content"). You may not copy or distribute any portion of the Website for any purpose. Right Brain Media, Inc. does not control the Content uploaded by third parties and does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Right Brain Media, Inc. be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of, or reliance on, any Content. You are responsible for complying with all laws applicable to the Content you submit via the Website.

USER AND VISITOR RESTRICTIONS

You agree that you shall not, nor will you enable and/or allow third parties - to: **(i)** copy, modify, translate, or reverse engineer any portion of the Website; **(ii)** remove any copyright, trademark or other proprietary rights notices on the Website or on any material accessed via the Website; **(iii)** use any robot, spider, other automated device, or manual process to monitor or copy the Website or parts thereof; **(iv)** collect any information about other Users or Visitors (including user names and/or email addresses); **(v)** reformat or frame any portion of the web pages that are part of the Website, **(vi)** create user accounts by automated means or under false or fraudulent pretenses; **(vii)** create or transmit unwanted electronic communications such as "spam" to other Users or Visitors, or otherwise interfere with other Users or Visitors' enjoyment of the Website; **(viii)** transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature; **(ix)** use the Website to violate the security of any computer network, crack passwords or security encryption codes, upload, transfer or store illegal material including material that can be deemed threatening or obscene; **(x)** copy or store any Content offered on the Website for other than your own use, unless it is your own content; **(xi)** use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website; **(xii)** take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure; **(xiii)** use the Website, intentionally or unintentionally, to violate any applicable local, state, national or international law; or **(xiv)** collect or store personal data about other Users or Visitors, unless such data is provided by Right Brain Media, Inc. to you directly. Right Brain Media, Inc. may impose limits on certain features or services or restrict your access to parts or all of the Website, without notice to you.



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CONTENT

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PRIVACY

Use of the Website is also governed by our Privacy Policy, a copy of which can be found by clicking [here](#).

TERM

The Terms and the Privacy Policy will remain in full force and effect while you use the Website and our Services. Either party may terminate the Agreement for any or no reason, at any time. Sections 9, 11, 13, 14, 15 and 16 shall survive any termination or expiration of the Agreement and the Terms.



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CHANGES TO THE AGREEMENT OR THE WEBSITE

You agree and understand that the Terms and the Website may be modified by Right Brain Media, Inc. at any time without prior notice to you, and such modifications will be effective upon Right Brain Media, Inc.'s posting of the new terms and/or upon implementation of the new changes on the Website. It is the sole responsibility of the Users and Visitors to review the Terms periodically to become familiar with any modifications. Your continued use of the Website after any modifications indicates your acceptance of the modified Terms. Unless expressly stated otherwise by Right Brain Media, Inc., any new features, new services, enhancements or modifications to the Website implemented after your initial access, shall be subject to the Terms. In an effort to preserve the continuity of the Website and the Services, Right Brain Media, Inc. will not be responsible for correcting errors, providing services or keeping links and downloads up to date for more than one (1) year after an update or upgrade has been introduced or released.

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You agree to indemnify, defend, and hold Right Brain Media, Inc., its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your access to, and/or use of, the Website and our Services, (ii) the violation of these Terms by you, or (iii) the infringement



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by you, or any third party using your account or user name or password, of any intellectual property or other right of any person or entity, including, but limited to, any content you may post on the website.

MISCELLANEOUS

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