

## **Terms of Use**

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### **1. Intellectual Property**

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### **2. Registration, Accounts and Passwords**

If you register on the Site as a One2One Network Rep ("Network Rep"), you agree to be responsible for: (i) maintaining the confidentiality of your passwords or other account identifiers and (ii) all activities that occur under such password or account identifiers. You agree to notify us of: (i) any loss of your password or account identifiers and (ii) any unauthorized use of your password or account identifiers. We will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section of the Terms of Use.

### **4. User Submissions**

**A.** The Site may permit the submission of communications, including the submission of postings on message boards, blogs, videos and photos by Network Reps ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any submissions to the Site.

**B.** You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Site and these Terms of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Site and these Terms of Use. You retain all of your ownership rights in your User Submissions, however, by submitting the User Submissions to the Site, you hereby: (i) grant One2One a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to display, perform, use, reproduce, distribute, publish, create derivative works of, display, perform sell, edit, and insert, serve or display advertisements in or in close proximity to the User Submissions in connection with the Site and One2One's (and our successor's) business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any media format or medium and through any media channels (now known or hereafter developed) and (ii) grant each user of the Site a non-exclusive license to access your User Submissions through the Site, and to use, reproduce, distribute, publish, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Site and under these Terms of Use. For the avoidance of doubt, you are not entitled to any compensation for any User Submissions for any reason, unless expressly agreed to by the parties.

**C.** In connection with User Submissions, you agree that you will not: (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant One2One all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage One2One or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, vulgar, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person or entity, whether actual or fictitious. We do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Submissions. We do not permit copyright infringing activities and infringement of intellectual property rights on our Site, and we will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. We reserve the right, in our sole discretion, to remove Content and User Submissions without prior notice. We will also terminate a user's access to our Site, if they are determined to be a repeat infringer. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Site more than twice. We also reserve the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Use for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. We may remove such User Submissions and/or terminate a user's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at our sole discretion.

**D.** If you are a copyright owner or an agent thereof and believe that any submission on the Site's message boards or any other content on the Site infringes upon your copyrights, you may submit a notification pursuant to Title 17, United States Code, Section 512(c)(3), the Digital Millennium Copyright Act ("DMCA") by providing our designated copyright agent with the following information in writing:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) 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 service provider to locate the material;
- (iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- (v) 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
- (vi) 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.

Our designated copyright agent to receive notifications of claimed infringement is: [dcma@one2onenetwork.com](mailto:dcma@one2onenetwork.com). Only DMCA notices should go to the designated copyright agent; any other comments, requests, or other communications should be directed to [contact@one2onenetwork.com](mailto:contact@one2onenetwork.com). You acknowledge that if you fail to comply with all of the requirements of this Section 4.D., your DMCA notice may not be valid.

**E.** You understand that when using the Site, you will be exposed to User Submissions from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto.

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## **8. Privacy Policy**

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## **10. Limitation of Liability**

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YOU SPECIFICALLY ACKNOWLEDGE THAT ONE2ONE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

## **11. Indemnification**

You agree to indemnify, defend and hold harmless One2One, our officers, directors, employees, affiliates, agents, licensors, suppliers, successors, assigns, and their past and present officers, directors and employees, representatives and agents from and against any suit, claim, liability, or proceeding in connection with: (i) any claim due to or arising out of your violation of these Terms of Use, including but not limited to a claim arising out of a breach of your representations or warranties made hereunder; (ii) your use of and access to the Site; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Submission(s) caused damage to a third party.

**12. Assignment**

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