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- You agree that you are fully responsible for the content that you post or submit. You agree that you will not post or submit any content that
  - (i) violates or encourages the violation of any applicable local, state, national, or international law, rule, or regulation, or
  - (ii) is otherwise inappropriate. You will indemnify us, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Submissions you post or submit. You understand and agree that we are not responsible for Submissions posted or submitted for posting by third parties.
- We, in our sole discretion, reserve the right to reject, edit, remove, or otherwise alter any Submissions submitted or posted to this Site for any reason. We reserve the right, in our sole discretion to revoke a user's privilege to submit or post Submissions to this Site.
- You agree that by posting or submitting Submissions to this Site, you hereby grant to us a royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, sublicense, modify, publicly perform, display, translate, create derivative works from, and distribute the Submissions, in whole or in part, and incorporate it into other Company publications, in any form, media, or technology now known or later developed. You authorize us to publish your name and location (city, state and/or country) in connection with any use of your Submission to this Site and in identifying yourself and location, you represent that you have done so accurately. Once your Submission is posted, you will not have the right to remove or edit it.
- You agree to post or submit Submissions to this Site only for non-commercial purposes.
- You agree that you have disclosed any relevant competing interests that, when broadly viewed, could be construed as a conflict of interest or the appearance thereof including, without limitation, financial or beneficial conflicts of interest, employment relationships, and affiliations with other entities or interests.
- Unless otherwise agreed in writing prior to your submission, any material, information or other communication you transmit or post to this Site or third party site will be considered non-confidential and non-proprietary. Company will have no obligations with respect to the Submissions.

You represent and warrant that, regarding any Submissions contributed by you that:

- (a) Submissions will not violate any right of any third party, including copyright, trademark, right of privacy, right of publicity, or other intellectual property, personal, or proprietary right(s); and
- (b) you are the owner of and/or have the right to provide such Submissions to us in accordance with these Terms. You are and shall remain solely responsible for the content of any Submissions you make.

## **Copyright Infringement Notification; and Notification of Claims of Copyright Infringement.**

Company respects the intellectual property of others and we require our users to do the same. If you believe that any material on this Site infringes upon any copyright you own or control, or that any link on this Site directs users to another website containing material that infringes upon any copyright you own or control, you may file a notification of such infringement with our Designated Copyright Agent as set forth below. **Notice and Procedure for Notifying Designated Agent of Claims of Copyright Infringement.** Company will respond expeditiously to notices of alleged infringement that are reported to Company's Designated Agent.

Contact Company's Designated Agent as follows:

**David Bull – Webmaster, P.O. Box 35 , Bouse, Arizona 85325**

If you believe that your copyright has been infringed upon, please submit written notification to Company's Designated Agent as specified above and include the following:

- Identification of the copyrighted work claimed to have been infringed upon, 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.
- Identification of the material that you're claiming has been infringed upon 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 us to locate the material.
- Your full name, mailing address, telephone number, and, if available, e-mail address.
- Both of the following statements:
  - I. "I hereby state that I have a good-faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g. as a fair use)."
  - II. "I hereby state that the information in this notification is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright, or of an exclusive right under the copyright that is allegedly infringed."
- Your full legal name and your electronic or physical signature.

### **Infringer Policy.** *(In accordance with the Digital Millennium Copyright Act)*

(DMCA), the text of which may be found on the U.S. Copyright office website at <http://www.copyright.gov/legislation/dmca.pdf> , and other applicable law, Company has adopted a policy of banning, in appropriate circumstances and at its sole discretion, users who are deemed to be repeat infringers. Company may also, at its sole discretion, limit access to any website hosted by Company and/or terminate the accounts of any users who infringe upon any intellectual property rights of others, whether or not there is any repeat infringement. Counter Infringement Policy. A poster of allegedly infringing material may make a counter-notification pursuant to Sections 512(g)(2) and

512(g)(3) of the DMCA. When we receive a counter-notification, we may, in our sole discretion, reinstate the material in question. To provide a counter-notification, please submit written notification to our Designated Agent as specified above and include the following:

- Identification of the material that has been removed or to which access has been disabled by Company and the location at which the material appeared before it was removed or access was disabled.
- A statement as follows: "I hereby state, under penalty of perjury, that I have a good-faith belief that the material was removed or disabled as a result of mistake of misidentification of the material to be removed or disabled."
- Your full name, mailing address, telephone number, and, if available, e-mail address.

- A statement as follows: "I hereby consent to the jurisdiction of the Federal District Court for the judicial district Company may be found, and I will accept service of process from the complaining party who notified Company of the alleged infringement or an agent of such person."
- Your full legal name and your electronic or physical signature.

**User Conduct.** You agree to not use this Site to:

Upload, post, e-mail, transmit, or otherwise make available any content that we deem to be unlawful, harmful, threatening, abusive, bullying, harassing, false, inaccurate, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or that violates any applicable law;

- Upload, post, e-mail, transmit or otherwise make available any content that we deem adult or pornographic in nature.
- Harm minors in any way;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through this Site;
- Upload, post, e-mail, transmit, or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- Upload, post, e-mail, transmit, or otherwise make available any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- Upload, post, e-mail, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "link farms," "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Upload, post, e-mail, transmit, or otherwise make available any material that contains software viruses 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;
- Interfere with or disrupt the service, servers, or networks connected to the service, or disobey any requirements, procedures, policies, or regulations of networks connected to the service;
- Intentionally or unintentionally violate any applicable local, state, national, or international law, encourage or provide instructions for a criminal offense, or otherwise violate the rights of any party;
- "Stalk" or otherwise harass another; or
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4. INFORMATION COMMUNICATED THROUGH CHAT ROOMS OR MESSAGE BOARDS, OR
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- I. any breach by you of these Terms; or
- II. any Submissions you provide, including without limitation, any claim by a third party that your Submissions infringe or violate such third party's rights or interests. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You acknowledge and agree that your violation of the terms and conditions of these Terms

through unauthorized use of or access to this Site will result in a minimum of ten thousand (\$10,000.00) dollars in damages to Company based on our costs for implementing additional security measures resulting from, and our investigation into, any such violation.

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**Headings.** The headings and sections names contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms. Invalidity. If any provision of these Terms shall be held, be deemed or shall in fact be, invalid, inoperative or unenforceable as applied to any particular case or circumstance because of the conflicts of any provision with any law, regulation, ordinance or for any other reason, the provision or provisions in question shall not be invalid, inoperative or unenforceable in any other case or circumstance, nor shall any other provision or provisions herein contained thereby be or become invalid, inoperative or unenforceable and such provision shall be reformed so that it would be valid, operative and enforceable to the maximum extent permitted in such circumstances.