

Digital Services Inc. d/b/a DVS, its affiliates and its properties (“Company” or “we,” “our,” or “us”) owns or controls, and provides access to, several interactive web sites (however accessed and/or used, whether via personal computers, mobile devices or otherwise) or other interactive features or properties owned or controlled by Company and that link or reference to these Terms of Use (collectively, “Web Sites”). THESE TERMS OF USE GOVERN YOUR USE OF THE WEB SITES. These Terms of Use (“TOU”) only apply to the Web Sites, and not to any other web site or any offline activities by Company (unless specifically stated). By accessing or using the Web Sites, registering for services offered on the Web Sites, or by accepting, uploading, submitting or downloading any information or content from or to the Web Sites, you shall have agreed to these TOU. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TOU, DO NOT USE THE WEB SITES.

1. Acceptance of Terms

Your use of the Web Sites is subject to these TOU, which may be updated, amended, modified or revised by us from time to time without notice to you. It is important for you to refer to these TOU from time to time to make sure that you are aware of any additions, revisions, or modifications that we may have made to these TOU. Your use of the Web Sites constitutes your acceptance of these TOU.

2. Description of Web Site Services

The Web Sites currently provide users with access to a rich collection of online resources, including various possible communications tools, online forums, special content and branded features. Unless explicitly stated otherwise, any new features that augment or enhance the Web Sites, including the release of new or specialized Company web-based services, are subject to these TOU. In some instances, these TOU and a separate end user license or similar agreement will apply to a service or product offered by Company and/or the Web Sites. We may add, change, remove, suspend or discontinue any aspect of the Web Sites at any time without notice. We may also impose limits on certain features and services or restrict access to parts of or all of the Web Sites without notice or liability. In order to use the Web Sites, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet (e.g., personal computer, modem, cell phone, other access device, etc.).

The Content (as defined below) of the Web Site is for informational purposes only. The Content is not intended to be a substitute for, or replace, any professional advice or relationship.

The Company does not recommend, guarantee or endorse any specific products, services, companies, processes, goods, opinions, or other information that may be mentioned on the Web Site. The Company expressly does not recommend, guarantee or endorse any specific products, services, companies, processes, and goods referenced in any advertising provided through or on the Web Site. You should make your own determination and seek the advice of your own professionals with any questions you may have about any matter mentioned on the Web Site. Reliance on any information provided by the Company, its personnel, others appearing on the Web Site at the invitation of the Company, or other visitors to the Web Site is solely at your own risk. Our mission and goal of the Web Site is to provide you helpful and useful information about our Company, and our offerings, products, services and collaborative partners.

We are committed to protecting the privacy of children. You should be aware that the Web Site is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is a child under the age of 13. Additional information on our privacy practices is set forth in the [Privacy Policy](#) on this Web Site.

All Web Site services and Company offerings are intended for audience in the United States and Mexico, as applicable. Company is responsible for its own Content on this Web Site, except for content controlled by third parties, User Upload Information and information directed on other sites. Company has not received any direct external funding for this Web Site. To its knowledge, Company is not aware of any direct conflicts of interest in delivering the Web Site to you.

3. Intellectual Property Ownership; License

The past, present and future Web Site content and information, including, without limitation, organization, graphics, text, images, buttons, audio, pictorals, display, processes, trade secrets, videos, designs, programming (including both client-side code (HTML, JavaScript, etc.) and server-side code (Active

Server Pages, VBScript, databases, etc.) used on the Web Sites), compilations, advertising copy, trademarks, logos, domain names, trade names, service marks and trade identities; any and all copyrightable material (including source and object code); and all other materials related to the Web Sites, including without limitation, the "look and feel" of the Web Sites (collectively, "Content") are protected by applicable copyrights and other proprietary (including, but not limited to, intellectual property) rights and are the property of and under ownership of Company or its licensors. Except as expressly set forth in these TOU or otherwise expressly granted to you in writing by Company, no rights (either by implication, estoppel or otherwise) are granted to you. The Company reserves all Intellectual Property Rights not otherwise expressly granted to you herein. "Intellectual Property Rights" includes all inventions, patents, copyrights (including the right to use, reproduce, modify, distribute, publicly display, create derivative works from, collective works from, compilations from, and publicly perform the copyrighted work), trade secrets, trade dress, trademarks (including service mark, trade dress, trade names), rights or publicity, authorship rights, rights of privacy, goodwill, mask-work rights, trade identities, domain names, creations, rights of packaging, know-how, intellectual property, software, shop rights, moral rights, licenses, developments, goodwill, research data, designs, processes, formulas, and other intangible proprietary or property rights, logos, including rights of privacy and publicity, whether or not patentable, and any and all applications for, and extensions, divisions, and reissuances of, any of the foregoing, and rights therein, and whether arising by statute or common law, existing now or hereafter come, in any state, country or other jurisdiction. The use, reuse, access, storing, copying, reproduction, rearrangement, sales, leasing, renting, distribution, redistribution, modification, alteration, display, archiving, sub-licensing, transferring, posting, translating, creating derivative works, assigning, loaning, pledging, granting of a security interest, granting of a lien, encumbering, conveying, transferring, downloading, exchanging, exhibiting, performing, exploiting, uploading, transmitting, broadcasting, hosting, indexing, caching, tagging, encoding, compiling, adaptation, creation of a collection with, or publication by you, directly or indirectly, of the Content, including the removal or alteration of advertising, except expressly permitted under the limited grant of rights hereunder, is strictly prohibited. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any part of the Web Sites. Copying, archiving or storing any part of the Web Sites for a purpose that is not permitted by these TOU is expressly prohibited without prior written permission from Company or the applicable copyright holder as identified on the Web Sites.

Subject to your strict compliance with these TOU and during the term of this Agreement, Company grants you a limited, personal, non-exclusive, non-commercial, revocable, nonperpetual, non-sublicensable, non-replicable, non-assignable and non-transferable license to access and execute the Content, and view and display a single copy of the Content (excluding programming source and object code), provided that you: (i) retain all trademark, copyright and other proprietary notices contained in the original Content; (ii) do not allow or aid or abet any third party (whether or not for your benefit) to copy or adapt the object code of the Web Sites' software, HTML, JavaScript, or other code, on the Content; reverse engineer, disassemble, decompile, reverse assemble, modify or attempt to discover any source code that the Web Sites create to generate its web pages; or any software or other products or processes accessible through the Web Sites; (iii) do not insert any code or product to manipulate the Content in any way that affects any user's experience; or (iv) take any action to test the security of the Web Site or otherwise violate the security of the Web Site. In no event shall you use the Web Site or Content for commercial, promotional or non-personal use.

4. Links to Other Web Sites

The Web Sites may contain hyperlinks to other web sites ("Other Sites"). If you use the hyperlinks to access these Other Sites, you will leave the Web Sites and your browser will be re-directed to the Other Sites. The Other Sites may have their own terms of service and privacy policy and those Other Sites may have different practices and requirements than the Web Sites. Company may not have knowledge of, and is not responsible for, the content presented by any Other Site. As such, Company does not warrant or make any representation or warranty regarding the legality, accuracy, authenticity, reliability, sufficiency, truth, suitability, quality, validity, timeliness, completeness, adequacy, currency of content presented by Other Sites. The hyperlinks to Other Sites do not constitute an endorsement, warranty or guarantee by Company of any Other Site(s) or resources, or their content. The Web Sites are only providing these links to you as a convenience. You use such Other Sites at your own risk and assume all liability arising therefrom.

5. Our Linking Policy

Any web site that links to the Web Sites: (a) must not frame or create a browser or border environment around any of the Content of the Web Sites; (b) may link to, but not replicate, display, reproduce, the Content; (c) must not imply that Company or the Web Sites are endorsing, warranting or sponsoring it or its products, unless Company has given its prior written consent; (d) must not present false, deceptive, inaccurate or misleading information about Company or its products or services; (e) must not use any Company trademarks without the prior written permission from Company; and (f) must not contain content that could be construed as Questionable Content (as defined below). By linking to any of the Web Sites, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these TOU, we reserve the right to deny permission to link to the Web Sites for any reason in our sole and absolute discretion.

6. Acceptable Use

You will not, directly or indirectly, through your User Upload Information (as defined herein) or otherwise, use the Web Sites to:

- Upload, post, e-mail, transmit, display, distribute, promote, advocate, broadcast, or otherwise make available or accessible: (i) any material that is false, inaccurate, misleading, deceptive, unlawful, threatening, tortuous, disparaging (including disparaging of Company, its parent, subsidiaries or affiliates), anything that adversely affects Company business such as discouraging any person or entity from advertising with, linking to or supplying to Company, abusive, libelous, distasteful, controversial, defamatory, derogatory, discriminatory, slanderous, disparaging, obscene, vulgar, offensive, pornographic, profane, racist, sexually explicit, ethnically or culturally offensive, indecent, or that promotes violence, racial hatred, terrorism, or illegal acts, or is otherwise objectionable in Company's sole discretion (collectively, "Questionable Content"); (ii) information, software, or other material that violates, plagiarizes, trespasses, contravenes or breaches, misappropriates or infringes the rights of third parties including, without limitation, copyright (including, without limitation, offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial registration numbers for software programs, or any type of cracker utilities), trademark, patent, trade secret, rights of privacy or publicity or any other proprietary or Intellectual Property Right ("Infringement"); (iii) material of any kind that contains a virus, Trojan horse, time bombs, worms, spyware, bots, malware, any automated use of the system, such as scripts, or other harmful component or restricts or inhibits any other user's uninhibited use and enjoyment of the Web Sites, interferes with or disrupts the Web Sites or servers or networks connected to the Web Sites, or disobeys any requirements, procedures, policies or regulations of networks connected to the Web Sites (collectively, "Virus"); (iv) information or material of any kind that constitutes or contains false or misleading indications of origin or statements of fact, including, without limitation, by forging any TCP/IP packet header, any part of the header information in any transmission to the Web Sites, or otherwise manipulating identifiers in order to disguise the origin of any content transmitted to the Web Sites; or (v) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," requests for money, petitions for signature, or any other form of solicitation (collectively, "Junk Mail");
- Encourage, promote, solicit, advocate or commit conduct that would constitute a criminal offense, give rise to tort or civil liability or otherwise violate any local, state, national or international law or otherwise make available any material that exploits, disparages or harms any individual, corporation or other entity;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Web Sites are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- Stalk, abuse, sexually exploit, violently exploit, act violently toward or otherwise harass another user;
- Use or attempt to use another's information, account, password, service or system except as expressly permitted;
- Solicit or collect personal data including telephone numbers, addresses, last names, or email addresses, about other users;
- Copy or adapt the HTML code used to generate web pages on the Web Sites;

- Use or attempt to use engines, manual or automated software, tools, devices, agents, scripts robots or other means, devices, mechanisms or processes (including, but not limited to, browsers, spiders, robots, avatars or intelligent agents) to navigate, search, access, “scrape,” “crawl,” or “spider” any web pages provided on the Web Sites other than the search engine and search agents available from Company and other than generally available third party web browsers (e.g., Internet Explorer, Firefox, Safari);
- Post URLs or links to other web sites;
- Post advertisements or solicitations for business;
- Delete or revise any material posted by any other person or entity;
- Send unsolicited commercial communication to another user; or
- Aggregate, copy or duplicate in any manner any of the Content or information available from any of the Web Sites, without the express written consent of Company.

In no event shall you reuse, copy, reproduce, rearrange, sell, lease, rent, distribute, redistribute, modify, alter, sub-license, transfer, post, translate, create derivative works from, assign, loan, pledge, granting a security interest in, grant a lien on, encumber, convey, exchange, exhibit, perform, exploit, transmit, broadcast, index, cache, tag, encode, compile, form a collection with, adapt, or publish any Content without our express written consent.

You represent, warrant and agree that you will comply with the above acceptable use policy and none of your User Upload Information will breach or cause you to breach any of the above requirements.

7. User Accounts, Additional Terms, and End User License Agreements

Registration may be required for the use of certain portions of the Web Sites (e.g., e-mail, newsletters, specialized content, alerts, etc.). In some instances, these TOU and separate end user license agreements or terms of use that set forth additional conditions may apply to a service or product offered via the Web Sites. To the extent there is a conflict between these TOU and the terms of any applicable end user license or similar agreement, the end user license or similar agreement will control, unless the additional conditions expressly state that these TOU will control. In cases where there are no additional terms or conditions stated for any such registrations, services or products, these TOU will control. Registration data and certain other information about you are subject to the [Privacy Policy](#) posted at the Web Site on which you are providing your registration information. Please read that Privacy Policy for information on how your data will be handled.

If you choose to provide information to the Web Sites, you agree to provide only true, accurate, current and complete information. If you create a user account, you agree to accept responsibility for all activities that occur under your account or password, if any, and agree you will not sell, transfer, loan or assign your user account or cause or permit any other person to use your account other than you. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer, cell phone (or other internet access device, as applicable) so that others may not access any password-protected portion of the Web Sites using your name, user name or password in whole or in part.

8. Promotions

The Web Sites may contain or offer sweepstakes, contests or other promotions, which may be governed by a separate set of rules that describe the sweepstakes, contest or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid or restricted, and to determine the sponsor’s requirements of you in connection with the applicable sweepstakes, contest or promotion.

9. Copyrights and Copyright Agents

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Company’s copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright 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; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (d) information

reasonably sufficient to permit us to contact the complaining party; (e) a statement that the complaining party has 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 (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Company's copyright agent for notice of claims of copyright infringement on or regarding the Web Sites can be reached as follows:

By mail:

DVS
401 Hall ST SW Box 62
Grand Rapids, MI 49503
info@dvs.com

NOTE: This contact information is for inquiries regarding potential copyright infringement only. We have a policy of terminating the accounts of users who (in our reasonable discretion) are repeat infringers.

10. Third Party Content and Information

The Web Site contains Content that is provided for your convenience and enjoyment. Third parties may provide some of the Content. You should be aware that the Content might contain errors, omissions, inaccuracies, outdated information, and inadequacies and that the Content may be subject to other terms and conditions, which may be found on the Web Site, links from the Web Site, or in the documents and policies of third parties. We make no representations, guarantees or warranties as to the legality, accuracy, authenticity, reliability, sufficiency, truth, suitability, quality, validity, timeliness, completeness, adequacy, currency of any Content and will not be liable for any lack of the foregoing. Third parties may offer goods, products, services and other materials to you on the Web Site. Your correspondence and business dealings with others found on or through the Web Site including, without limitation, the payment and delivery of products, goods and services, and any terms, conditions, warranties and representations associated with such dealings, are solely between you and such third parties. You agree that Company, its affiliates and each of their officers, directors, owners, agents, representatives, partners and personnel (collectively, "Company Representatives") will not be responsible or liable for any loss, liability, expense, cost, penalty, charge, or damage (collectively, "Losses") of any sort incurred as the result of, related to or in connection with any such dealings or the offering of such products, goods, services, the third party's relationship with you, and their Content on the Web Site. Under certain circumstances, we may permit third party users to upload content, in which event you may be exposed to offensive, indecent or objectionable content.

Descriptions of, or references to, products, goods, services or publications within the Web Site do not imply endorsement, warranty or guarantee of that product, service or publication.

11. Information You Submit

From time to time, the Web Site may contain functionality through which you or others can upload or otherwise submit information, blog entries, data, postings, software, messages, photographs, audio, video, text and other materials to the Web Site ("User Upload Information"). For example, the Web Site may offer forums, blogs, public forums, community areas, postings, bulletin boards, wiki, chat rooms or other interactive areas ("User Forums"). Company, its affiliates and their Company Representatives do not endorse, warrant or guarantee the content posted in User Forums. Company reserves the right, but is not obligated, to delete, move, alter or edit User Upload Information, in whole or in part, submitted by you to a User Forum for any reason in their sole discretion. Company reserves the right to suspend or terminate your access to the Web Site and pursue all legal remedies if we believe your User Upload Information has breached the requirements under this TOU, including Section 6 above. You acknowledge and agree that you are prohibited from accepting payment for User Upload Information, including, without limitation, accepting payment for the inclusion of a logo, brand or other commercial content, in User Upload Information.

All of your User Upload Information is your sole responsibility. This means that you, and not Company, are entirely responsible for all of your User Upload Information that you upload, post, e-mail, display, transmit or otherwise make available or accessible via the Web Site. If you post personal information in User Forums or on other publicly available areas of the Web Site then you may receive unsolicited messages from third parties. Company disclaims any security of any information you post on publicly available areas of the Web Sites. Under no circumstances will Company, its affiliates or any Company Representative be liable in any way for any User Upload Information including, but not limited to, any errors, defects, inaccuracies, omissions or currency in User Upload Information, or for any Losses of any kind incurred as a result of, resulting from or in connection with User Upload Information, including confidentiality, destruction or loss of User Upload Information.

You represent and warrant the following as to any of your User Upload Information: it is an original work by you or you have all necessary rights in it and to submit it to Company under the terms of these TOU; it does not breach any of the requirements set forth in this TOU, including Section 6 above; and it will not violate any law, rule, or regulation. You further agree that you are solely liable for any and all claims, demands, investigations, Losses, judgments, settlements, including attorneys' fees, connected to, resulting from, related to or arising from your breach of any representation or warranty herein, or other violation of the terms of the TOU or any User Agreement. You represent and warrant that you are at least 13 years old.

Except as otherwise described in the [Privacy Policy](#) or other agreement on the Web Site at which you provide User Upload Information, User Upload Information will be treated as non-confidential and non-proprietary and we will not be liable for any use or disclosure to anyone, including but not limited to claimed intellectual property owners. When you upload User Upload Information via the Web Sites, you irrevocably grant to Company, its affiliates and its Company Representatives a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, unconditional, fully-paid license containing, without limitation, all right, title and interest in User Upload Information, including, without limitation, all patents, trademarks, service marks, trade names, trade identities, copyrights, trade secrets, logos, domain names, know-how, source code and object code, mask-work rights, inventions, moral rights, author's rights, algorithms, rights in packaging, goodwill and other Intellectual Property Rights and proprietary rights whatsoever in User Upload Information. You further agree that Company, its affiliates and its Company Representatives will have the unfettered right throughout the universe, in perpetuity, without any credit or compensation to you, to use, reuse, access, store, copy, reproduce, rearrange, sell, lease, rent, distribute, redistribute, modify, alter, display, archive, sub-license, transfer, post, translate, create derivative works, assign, loan, pledge, grant a security interest, grant a lien, encumber, convey, download, exchange, exhibit, perform, exploit, upload, transmit, broadcast, host, index, cache, tag, encode, compile, form a collection with, or publicize or adapt, reverse engineer, disassemble, decompile, reverse assemble, modify or attempt to discover any source or object code any of the User Upload Information or portions of User Upload Information, and your name, voice, likeness and other identifying information, in any form, media, software or technology of any kind now known or developed in the future for any purposes whatsoever (including for advertising, marketing, publicity, commercial purposes, promotional purposes), in any jurisdiction throughout the world, including, without limitation, developing, manufacturing and marketing products using such User Upload Information. You hereby waive any moral rights you may have in and to any of User Upload Information, even if such material is altered or changed in a manner not agreeable to you. You agree and understand that Company, its affiliates, and Company Representatives are not obligated to use User Upload Information submitted through the Web Site or otherwise, and may alternatively choose to discard, and limit or block access to User Upload Information without any liability whatsoever.

You acknowledge that the Web Site, through Company, its affiliates, and Company Representatives, undertakes no obligation to pre-screen User Upload Information, but that it has the right, in its sole discretion to modify, transmit over various networks, refuse, move, block access to or remove any of User Upload Information. You agree that you must evaluate, and bear all risks associated with, the use of any of User Upload Information including, but not limited to, any reliance on the legality, accuracy, authenticity, reliability, sufficiency, truth, suitability, quality, validity, timeliness, completeness, adequacy, usefulness, and currency of User Upload Information. Since Company, its affiliates, and Company Representatives may not pre-screen user generated content, you may bear legal responsibility for others' exposure to any Questionable Content in your User Upload Information.

12. Disclaimer of Warranties

The web site, including, without limitation, all content, software, and functions made available on or accessed through or sent from the web site, are provided "as is," "as available," and "with all faults." company, its affiliates and their company representatives shall not be liable for any use or inability to use of, and each make no representation or warranty, guarantee, or endorsements of any kind whatsoever (express or implied) about: (a) the web site; (b) the content, user upload information and software on and provided through the web site; (c) the functions made accessible on or accessed through the web site; (d) the messages and information sent from the web site by users; (e) any products or services offered via the web site or hypertext links to third parties; and/or (f) security associated with the transmission of sensitive information through the web site or any linked site.

None of the company, its affiliates or company representatives represents or warrants that the web site, any of the web site's functions or any content contained therein will be uninterrupted or error-free; that defects will be corrected; that the web site or the servers that makes them available are free of viruses or other harmful components; that your activities or use of the web site is lawful in any particular jurisdiction and, in any event, company, its affiliates or company representatives shall not be liable for such events and specifically disclaims such warranties. You understand that by using any of the features of the web site, you act at your own risk, and you represent and warrant that your activities are lawful in every jurisdiction where you access or use the web site or the content.

Further, company, its affiliates and company representatives disclaim any express or implied warranties including, without limitation, noninfringement, merchantability, fitness for a particular purpose, title or those arising by law, statute, usage of trade, course of dealing, or otherwise or those relating to legality, accuracy, authenticity, reliability, sufficiency, truth, suitability, quality, validity, timeliness, completeness, adequacy, or currency. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdiction's law is applicable to this agreement.

13. Disclaimers/Limitation of Liability

You understand and agree that company limits its liability in connection with your use of the web site as set forth below:

Under no circumstances shall company, its affiliates or company representatives (collectively, the "company entities and individuals") be liable to you for any losses of any kind (including, without limitation, for any special, general, direct, indirect, incidental, exemplary, economic, punitive, or consequential damages or any loss of profits, loss of data, lost savings, or losses arising from business interruption) that are directly or indirectly related to or in connection with (1) the TOU, the web sites, the content, or user upload information; (2) the use of, inability to use, or performance of the web sites; (3) any action taken in connection with an investigation by company or law enforcement authorities regarding your use of the web site or content; (4) any action taken in connection with copyright owners; and (5) any errors or omissions in the web site's technical operation, even if foreseeable or even if the company entities and individuals have been advised of the possibility of such damages, whether in an action of contract, negligence, strict liability, tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the web site).

The company entities and individuals are not responsible for any losses to your or any user's computer, modem, cell phone, hardware, software, or other equipment or technology including, without limitation, losses from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction. Your access to and use of this web site is at your risk. If you are dissatisfied with the web site or any of the content, your sole and exclusive remedy is to discontinue accessing and using the web site or the content.

You recognize and confirm that in the event you incur any losses or injuries that arise out of company's, its affiliates' or company representatives' acts or omissions, the losses, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any use or exploitation of any web site, property, product, program, television show, motion picture or other audio/visual content owned or controlled by company, its affiliates and/or its company representatives or user upload information, and

you will have no rights to enjoin or restrain the use, development, production, distribution, advertising, exhibition or exploitation of any company web site, property, product, program, television show, motion picture or other audio/visual content or user upload information or any and all activities or actions related thereto.

By accessing any of the web site, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and hereby expressly waive, the benefits of section 1542 of the Civil Code of California, and any similar law of any state or territory, which provides as follows: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

To the extent certain jurisdictions limit the exclusion of damages or limitation of liability hereunder or otherwise render any part of the exclusions of damages or limitations of liability unenforceable, the above exclusions and limitations shall be modified to the maximum extent permitted by law, even if any remedy fails its essential purpose.

14. Indemnity

You agree to defend, indemnify and hold harmless the Company Entities And Individuals with respect to any and all claims, demands, suits, investigations, Losses, judgments, settlements, costs and expenses, including attorneys' fees, arising out of, related to or in connection with this TOU, including, without limitation: (a) your use of the Web Site; (b) your violation of these TOU or any law, rule or regulation; (c) your use of the Content or User Upload Information; (d) your disclosure of any access code or password related to the Web Site to others; (e) any agreement or relationship you have with a third party; or (f) any of your User Upload Information. You will use your best efforts to cooperate in the defense of any claim which indemnification is sought. Notwithstanding the foregoing, in the event you fail to properly assume defense of such claim or respond thereto within a reasonable period of time, or fail to properly defend such claim in a diligent and competent manner, Company may assume sole control and defense thereof and, upon such event, Company retains the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of actions which are brought against Company Entities And Individuals herein under the terms and provisions of this Section 14 on your account and on your risk. Company may participate in the defense of any such claim (or portions thereof) at its expense if it deems its interests conflict with those of yours in your defense thereof. In no event shall you settle or consent to any order on any claim without Company's prior written approval.

15. Governing Law

These TOU and the interpretation of these TOU shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of laws rules and specifically will not be governed by the United Nations conventions on contracts for the international sale of goods, if otherwise applicable or the Uniform Computer Information Transaction Act.

16. Jurisdiction and Venue

You waive all rights to trial by jury in any action or proceeding instituted in connection with these TOU and/or the Web Site. Any controversy or claim arising out of or relating to these TOU and/or the Web Site (or the enforceability thereof) shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Michigan, in the City of Grand Rapids, County of Kent, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Any matters or proceedings that are not subject to arbitration as set forth in this Section 16 of these TOU and/or for entering any judgment on an arbitration award, shall take place in the State of Michigan, in the City of Grand Rapids, County of Kent. You waive the defense of forum non conveniens.

17. Miscellaneous

You are solely responsible for compliance with applicable laws, rules, and regulations in connection with your use of the Web Site and the Content, including, without limitation, those governing your transmission or use of any software or data. These TOU and any applicable end user license or similar agreements

contain the sole and entire agreement between the parties with respect to the Web Sites, the Content and User Upload Information and supersedes any and all other prior written or oral agreements between them. These TOU shall not constitute a formal offer, binding obligation or agreement to provide any Company product, process or service under any circumstance. An agreement for any Company product, process or service shall only be evidenced by a formal written agreement entered into by an authorized Company representative. The section titles in these TOU are for your convenience only and do not have any legal or contractual effect. You agree that these TOU will not be construed against Company by virtue of having drafted these TOU. If any provision of these TOU shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of these TOU. No waiver on the part of Company of any of these TOU will be of any force or effect unless made in writing and signed by a duly authorized officer of Company.

18. Fees

Company reserves the right at any time to charge fees for access to portions of the Web Sites provided we obtain your prior agreement to pay such charges. We will give you advance notice of such fees and the opportunity to opt-out of any such features before such charges are imposed. You shall pay all fees and charges in a manner prescribed by Company at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to charges for any products or services offered for sale through the Web Site or by any other vendor or service provider. All fees and charges shall be billed to and paid for by you. You shall pay all applicable taxes relating to use of the Web Site through your account.

19. Termination

You understand and agree that Company will determine your compliance with these TOU in its sole discretion. Company reserves the right to terminate this Agreement at any time and/or deny access to all or part of the Web Sites and to deny access to any person in its sole discretion without notice or liability of any kind. Any violation of these TOU may be referred to law enforcement authorities. Upon termination of your user account or access to the Web Site, or upon demand by Company, you must destroy all materials obtained from this Web Site and all related documentation. Company may terminate these TOU and your access to the Web Site at any time for any reason without prior notice.

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