

Terms of Use

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How To Contact Us

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Unless we have received a properly completed and acceptable parental consent form governing your use of this Site, we will assume (and by using this Site you warrant that) you have legal capacity to enter into the agreement set out in these Terms of Use (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

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We at Name Image Likeness LLC require that you do not post e-mails or submit to or publish through Forums or otherwise make available on this Site any content, or act in a way, which in our opinion:

- (a) libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- (b) disparages, criticizes, belittles, parodies or otherwise portrays in a negative light any actor appearing in the content;
- (c) seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- (d) infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- (e) violates any law or may be considered to violate any law;
- (f) you do not have the right to transmit under any contractual or other relationship (e.g., inside information, proprietary or confidential information received in the context of an employment or a non-disclosure agreement);
- (g) advocates or promotes illegal activity;
- (h) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- (i) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as specifically authorized on this Site;
- (j) solicits funds, advertisers or sponsors;

(k) includes programs which contain viruses, worms and/or 'Trojan horses' or any other computer code, files or programs designed to interrupt, overload, collapse, destroy or limit the functionality of any computer software or hardware or telecommunications;

(l) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Site;

(m) copies any other pages or images on this Site except with appropriate authority;

(n) includes MP3 format files;

(o) amounts to a 'pyramid' or similar scheme;

(p) amounts to 'data warehousing' (i.e., using any web space made available to you as storage for large files or large amount of data which are only linked from other sites). You must provide a reasonable amount of content to accompany such material in order that at least some of the traffic to your site comes directly via us;

(q) disobeys any policy or regulations established from time to time regarding use of this Site or any networks connected to this Site; or

(r) contains links to other sites that contain the kind of content, which falls within the descriptions set out at (a) to (q) above.

In addition, you are prohibited from removing any sponsorship banners or other material inserted by Name Image Likeness LLC anywhere on this Site (e.g., on any web space made available for your use).

System Abuse

Without limitation, you agree not to send, create or reply to so called "mailbombs" (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engage in "spamming"(i.e., unsolicited emailing for business or other purposes) or undertake any other activity which may adversely effect the operation or enjoyment of this Site by any other person.

You may not reproduce, sell, resell or otherwise exploit any resource, or access to any resource, contained on this Site.

Security

Any usernames and passwords used for this Site are for individual use only. You shall be responsible for the security of your username and password (if any). Name Image Likeness LLC shall be entitled to monitor your username and password and, at its discretion, require you to change it. If you use a username and password that Name Image Likeness LLC considers insecure, Name Image Likeness LLC will be entitled to require this to be changed and/or terminate your account.

You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools or network probing tools) are strictly prohibited. If you become involved in any violation of system security, Name Image Likeness LLC reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents.

Investigations

Name Image Likeness LLC reserves the right to investigate suspected violations of these Terms of Use, including without limitation any violation arising from any submission, posting or emails you make or send to any Forum. Name Image Likeness LLC may seek to gather information from the user who is suspected of violating these Terms of Use, and from any other user. Name Image Likeness LLC may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Name Image Likeness LLC believes, in its sole discretion, that a violation of these Terms of Use has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. Name Image Likeness LLC will fully cooperate with any law enforcement authorities or court order requesting or directing Name Image Likeness LLC. Name Image Likeness LLC to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS ALL MEMBERS OF THE NAME IMAGE LIKENESS LLC FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY MEMBER OF THE NAME IMAGE LIKENESS LLC DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER A MEMBER OF THE NAME IMAGE LIKENESS LLC OR LAW ENFORCEMENT AUTHORITIES.

Service

In order to use this Site, you must obtain access to the World Wide Web and pay any service fee associated with that access. You will need to provide all equipment necessary to connect to the Site on the World Wide Web (including a computer, modem and/or other access devices).

Name Image Likeness LLC reserves the right to modify or discontinue, temporarily or permanently, all or any part of this Site and/or any software, facilities and services on this Site, with or without notice, and/or to establish general guidelines and limitations on their use.

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You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

Indemnity

You agree to indemnify and hold harmless Name Image Likeness LLC and its officers, directors, employees, agents, distributors and affiliates from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from your breach of any of the foregoing provisions, representations or warranties, and/or from your placement or transmission of any content onto Name Image Likeness LLC's servers, and/or from any and all use of your account.

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(b) waive all moral rights in the User Content which may be available to you in any part of the world and confirm that no such rights have been asserted;

(c) appoint Name Image Likeness LLC as your agent with full power to enter into any document and/or do any act Name Image Likeness LLC may consider appropriate to confirm the grant and assignment, consent and waiver set out above;

(d) warrant that you are the owner of the User Content and entitled to enter into these Terms of Use;

(e) confirm that no such User Content will be subject to any obligation, of confidence or otherwise, to you or any other person and that Name Image Likeness LLC shall not be liable for any use or disclosure of such User Content.

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Any dispute of any kind between you and any member of the Name Image Likeness LLC arising under these Terms of Use shall be resolved by binding arbitration in Los Angeles, California, pursuant to the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator shall be a retired judge or justice of any California state or federal court with substantial experience in the entertainment industry and shall follow California law in adjudicating the dispute.

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.

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If you believe that any content appearing on this Site infringes your copyright rights, we at Name Image Likeness LLC want to hear from you. Please forward the following information

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