

Hang w/™ Terms of Use

1. **BINDING EFFECT. This is a binding agreement; please read it carefully.** Welcome to Hang w/™ and thank you for using the Hang w/™ site (the “Site”). Hang With, Inc. (the “Company”) and its affiliates, officers, directors, employees, consultants, agents, and representatives (collectively, “Affiliates”) are proud to provide you with the Site and the websites, features, products and services in connection with the Site (collectively, the “Services”). By using the Site or any of the Services, you (“User”) agree to abide by these Terms of Use, as Company may amend them from time to time in its sole discretion. Additional terms may apply to some of the Services; if so, the additional terms will be available with the relevant Services, and those additional terms will become part of your agreement with Company should you use those Services. Company will post a notice on the Site any time these Terms of Use have been changed or otherwise updated. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Services and the Site.

2. **ELIGIBILITY TO USE HANG W/™.** YOU AGREE THAT BY USING THE SITE OR ANY OF THE SERVICES, YOU REPRESENT EITHER THAT (A) you are a natural person, who is a legal resident of the United States; and, (B) you are 18 years of age or older and can form a contract with Company under the laws of the United States, the laws of the jurisdiction in which you use the Site or Services, or any other applicable jurisdiction, or, that (B) you are under 18 years of age but above 13 years of age and your parent or legal guardian, having legal authority to enter into these Terms of Use and having met the eligibility requirement provided under (A) above, has consented to your use of the Site and Services and has read and fully accepted these Terms of Use on your behalf. If you are under 13 years of age, then you are not permitted to use the Site and Services whatsoever. Please note that if it comes to our attention through reliable means that a registered user is a child under 13 years of age, Company will cancel that user’s account.

3. **PRIVACY POLICY.** Company respects your privacy and permits you to control certain treatment of your personal information. A complete statement of the current Hang w/™ privacy policy (the “Privacy Policy”) can be found by clicking [here](#). The Privacy Policy is expressly incorporated into these Terms of Use by this reference.

4. **PASSWORDS AND ACCOUNTS.** When at times you are required to open an account to use or access the Site or any of the Services, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a username and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Company immediately on any unauthorized use of your account, username, or password. You acknowledge that you are responsible for all activities

or actions that occur under any username, password, or account you use to access or use the Site or the Services. Company and Affiliates shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge.

When choosing a username, you may not choose a username that is used by someone else, that is vulgar, distasteful, inappropriate for public use, or otherwise offensive (as determined by Company in its sole discretion), that infringes any trademark or other proprietary rights of others, that impersonates someone else, or that violates these Terms of Use. Company may reject, alter or change your username or require that you change any username, password or other account information that you may provide. For more information about selecting your username and password, please visit the Privacy Policy.

Company may permit you to register for and log onto the Site and Services via certain third party social networks, such as Facebook Connect and Twitter. If you log in via such social networks, you consent that the profile information connected to the account you use to log onto the Site and Services, including your name, may be used by Company in order to support your account. You also acknowledge and agree that, unless you disable or decline the feature, Company may publish information regarding your use of the Site and Services to and in connection with any such third party social network with which you log in.

5. SITE AND SERVICES OWNERSHIP. The Site and Services belong solely and exclusively to Company. Your use of the Site or any of the Services does not confer any title or ownership interest in the Site, any of the Services, any information and content that you access on or through the Site or Services, or any intellectual property rights and proprietary rights in any of them. Any such use should not be construed as a sale of any rights to the Site or the Services. Nothing contained on the Site or the Services should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or any licensor of Company. Company reserves its right to enforce its rights to the fullest extent of the law in the event of any violation of these Terms of Use. The Site and the Services may contain certain licensed information and content, and Company's licensors may protect their rights in the event of any violation of these Terms of Use.

6. USE OF SOFTWARE. Company may make certain software or apps available to you from time to time in connection with the Site or Services. If you download software from the Site or the Services, the software, including all files and images contained in or generated by the software, and accompanying data, but excluding software obtained under Open Source or freeware licenses that is subject to the terms and conditions of such various applicable Open Source or freeware licenses (collectively, the "Software") are deemed to be licensed to you by Company, for your limited, personal, noncommercial, home use only. Company does not transfer either the title or the intellectual property rights to the Software, and Company retains full and complete title to the Software as well as all intellectual property and proprietary

rights therein. You may not sell, lease, lend, redistribute, modify, copy, or reproduce the Software or any part thereof, nor may you decompile, reverse engineer, disassemble, tamper with, attempt to extract source code, or otherwise convert the Software, or any part thereof, unless laws prohibit such restrictions or you obtain Company's separate written permission. This license granted to you by Company is revocable, non-exclusive, non-assignable, and conditioned upon your agreement to and full compliance with these Terms of Use. Company may discontinue some or all of the Software that Company may provide, and Company may terminate your right to use any such Software at any time and in such event may modify it to make it inoperable. Company may offer updates of the Software, from time to time, for feature enhancement, security, or other purposes. Company will not automatically update the Software, unless you authorize Company to do so. All trademarks, service marks, and logos are owned either by Company or its licensors, and you may not copy or use them in any manner.

7. ACCESS TO SITE AND SERVICES. Company may offer to provide the Services, as described more fully on the Site, which may be accessed on the Site and related websites, or through the use of a mobile device. Company may change, suspend, or discontinue the Site or any part of the Services at any time, including the availability of any website, feature, product, service, or content. Company may also impose limits on the Services or restrict your access to parts or all of the Services without notice or liability. You are granted only a limited right to use the Site and the Services in accordance with these Terms of Use.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Site or otherwise use the Services, including, without limitation, hardware devices, software, and Internet connection services. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services and you shall be responsible for all charges incurred in connection with use of the Services in connection with all such equipment and ancillary services. Additionally, you may be prompted to grant access to your camera, microphone, location provider, and notifications service for essential aspects of the Site or the Services to function. You understand that if such access is disabled that the Site or the Services will lose its functionality.

8. FINANCIAL TRANSACTIONS. ALL SALES ARE FINAL. You may have an account without paying to participate in certain features or services of the Site or the Services. However, Company may charge subscription or other fees to access certain Services or offer products for you to purchase via the Site and the Services. You acknowledge and agree that Company is authorized, but not required, to act on payment instructions received from anyone using your account. However, you acknowledge and agree that you may only order products or services if you are 18 years of age or older and have the legal right to use the payment method selected by you. If you are older than 13 years of age but under 18 years of age, you may only order products and services with the involvement of a parent or legal guardian having legal authority to do so. If you are eligible to make a purchase, you authorize

Company to (A) initiate debits or charges against your financial account or credit or debit card periodically for the amount then due for purchases made; and (B) initiate any other debits or charges authorized by you or anyone using the Company account registered to you. All payments must be made in U.S. Dollars from a U.S. bank or via alternative payment methods made available by Company. You acknowledge that transactions may be facilitated by a third party payment processor (the "Processor"), and agree that Company may share your information, including information about your financial accounts, with the Processor for this purpose. You acknowledge that Company is not responsible for the information collection, usage and disclosure practices of any Processor.

You are solely responsible for all charges, fees, duties, taxes, and assessments arising out of any use of your account by you or anyone else using your account. You may cancel a subscription service or other purchase but Company is not required to provide you with a refund unless local law requires otherwise.

If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your password or information about your financial accounts), notify the Company of the problem to avoid possible liability for any unauthorized charges to Customer's account. It is your responsibility to notify Company if your credit or debit card has changed or has expired and to make appropriate changes or your service may be disconnected or interrupted.

9. USER CONTENT. (A) *User Content Ownership*. As Company elects in its sole discretion, the Site and Services may allow you to post content or information ("User Content") from time to time, including but not limited to text, graphics, photos, sounds, music, videos, audiovisual combinations, personally identifiable information, voice, and user comments. User Content includes any and all patent, trademark, trade secret, copyright or other proprietary rights in and to such User Content. You retain all ownership rights in the User Content that you post.

(B) *License*. However, by submitting, posting, displaying, performing, transmitting, or otherwise distributing User Content to the Site or Services, you are granting Company a license to use any such User Content. In particular, you are granting Company (and its successors) a worldwide, non-exclusive, royalty-free, transferable and fully sublicensable license to use and otherwise exploit such User Content, including without limitation, to host, store, screen, copy, distribute, transmit, broadcast, display and perform publicly, publish, communicate, reproduce, prepare derivative works of, modify, convert for streaming, adapt, edit, translate and reformat such User Content, in any form, format, or media and through any media channels now known or later developed. The rights in this license are limited to such rights (a) in connection with the operating, exploiting, promoting, bettering, redistributing and developing parts or all of the Site and the Services (or derivative works thereof), or (b) in connection with Company's business, or the business of Company's subsidiaries or successors. The rights you grant also includes the rights

of Company to fully sublicense any such rights, without limitation, to consultants, contractors, and other third parties in connection with such purposes. You also are granting each user of the Site or the Service a non-exclusive license to access your User Content through the Site and the Services, and to use, reproduce, distribute, publish, display and perform such User Content as permitted through the functionality of the Site and the Services and under these Terms of Use.

(C) *Term.* This license continues perpetually even if you cease all use of the Site and the Services. The Site and the Services may or may not provide ways for you to access and remove User Content that is posted using your account. Nevertheless, if you can and do remove User Content from the Site and the Services, then within a commercially reasonable time thereafter this license shall terminate with respect to such User Content removed. If you are under the age of 18, you have the right to remove User Content that you posted from your account. However, you understand that your removal does not ensure complete or comprehensive removal of the content or information, and any repost by a third party may remain unremoved. The Company shall have the right to keep archives, and is not responsible for any archives kept and reposted by you or anyone else.

(D) *Compensation.* You acknowledge that you will not be compensated for any User Content. Notwithstanding, you understand and agree that, if you decide to opt-in, Company may “monetize” or run ads against your User Content, and you may receive a bonus payment, pursuant to the terms of Section 19 of these Terms of Use, from online advertising revenue recognized by Company (the terms referred herein as the “Broadcaster Program”). Nevertheless, nothing shall be deemed to obligate Company to exploit your User Content for online advertising revenue. Company may do so or refrain from doing so in its sole discretion, and if it elects to exploit your User Content the manner in which it does so shall not be subject to any liability to you. Company makes no representation or warranty as to the amount, or that any amount or amounts will be realized.

(E) *Consideration.* Among other things, your ability to access the Site and the Services from time to time constitutes sufficient consideration for this license. You agree that Company may publish or otherwise disclose your name in connection with User Content that is posted using your account. Likewise, you further agree that Company may exercise its rights under this license without attribution to you or anyone.

(F) *User Representations.* By posting User Content, you warrant and represent that you own or otherwise have all necessary rights to all such User Content and all required rights, licenses, consents and permissions to post, submit, display, perform, publish, transmit, or otherwise distribute such User Content and to grant Company the license granted under these Terms of Use.

(G) *Waiver of Moral Rights.* To the extent permitted by applicable law, you hereby waive any and all rights that you may have under laws worldwide that concern

“moral rights” or “droit rights,” or similar rights, or any rights of publicity or privacy in connection with User Content that you post, or that is posted using your account.

(H) *In General.* To be clear, nothing in these Terms of Use authorizes you to incorporate into any User Content any information or content owned or licensed by Company. Nothing in these Terms of Use obligates Company to exercise its license rights with regard to any User Content that you post, or that is posted using your account. From time to time, at any time, Company may, in its own discretion, add or change restrictions to your ability to post or view User Content (without limitation, by way of example, character or storage size limits), or remove or delete User Content from its servers, without notice or liability. Further, if you submit feedback or suggestions about the Site or the Services, Company may use your feedback or suggestions without any obligation to you.

10. INAPPROPRIATE USER CONTENT. You agree not to submit, post, upload, display, perform, transmit, or otherwise distribute any User Content that, as Company may determine in its own discretion: (A) is libelous, defamatory, fraudulent, obscene, pornographic, indecent, hateful, abusive, threatening, vulgar, distasteful, inaccurate, misleading, inappropriate for public use, offensive, or otherwise in violation of any laws or rights of any person or entity, including without limitation rights of publicity, rights of privacy, intellectual property rights or other rights; (B) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; (C) advertises or otherwise solicits funds or is a solicitation for goods or services other than User Content that promotes your business or artistic expression; (D) delivers or causes to be delivered any unsolicited or unauthorized advertising, contest, sweepstakes or promotions, promotional materials, surveys, “junk mail,” “spam,” “chain letter,” “pyramid scheme,” investment opportunity, or other form of solicitation that Company considers to be of such nature; (E) delivers or causes to be delivered viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; (F) uses any automated means, including, without limitation, agents, robots, scripts or spiders; (G) misrepresents your affiliation or connection with Company, if any or none, or any other person or entity; or (H) involves anyone under the age of 13, or anyone between ages 13 and 18 without parental consent obtained by you in advance. Company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Site or the Services, and, if applicable, to delete any such material from its servers. Without limiting the above, you agree not to submit, post, upload, display, perform, transmit or otherwise distribute any personally identifiable information of others (and do not post your own without risking misuse or criminal theft of your information). Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

If you become aware of any unlawful, offensive or inappropriate User Content on the Site or the Services (except for content that infringes copyright, which is

addressed below), please contact Company **here** with your name and address, a description of the material at issue, and the link to or location of such material.

In the event User Content is flagged as inappropriate by viewers, such User Content will be subject to review by Company and its moderators. User Content deemed by Company or Company's representatives, in their discretion, to have violated these Terms of Use may be removed at any time, without prior notice. Company, in its sole discretion, and may terminate a user's account for posting such User Content.

11. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS. You acknowledge that the copyright and other intellectual property laws of the United States, international treaties and conventions, and other laws protect the Site and the Services, and you agree to abide by relevant intellectual property laws regarding ownership and use of intellectual property as they relate to the Site and the Services.

By using the Site or any of the Services, you agree not to submit, upload, download, transmit, display, perform, publish, or otherwise distribute any User Content in violation of any copyrights, trademarks, or other intellectual property rights or proprietary rights. You shall be solely responsible for any violations of relevant intellectual property laws and for any infringements of any intellectual property rights or proprietary rights caused by any User Content you post, or that is posted using your account. The burden of proving that any User Content does not violate any laws or intellectual property rights rests solely with you.

12. NO WARRANTIES. COMPANY AND ITS LICENSORS HEREBY DISCLAIMS ALL WARRANTIES. COMPANY IS MAKING THE SITE, THE SERVICES, THE SOFTWARE, AND ALL CONTENT AND OTHER INFORMATION, MATERIAL, AND PRODUCTS AVAILABLE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICES. YOU SHALL BE SOLELY RESPONSIBLE FOR YOUR OWN USER CONTENT AND THE CONSEQUENCES OF POSTING YOUR USER CONTENT. YOU SHALL BE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU SPECIFICALLY ACKNOWLEDGE THAT ANY RISK OF LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF DEFAMATORY, OFFENSIVE OR ILLEGAL THIRD PARTY CONDUCT OR CONTENT, YOUR USE OF ANY CONTENT OR INFORMATION CONTAINED IN OR ACCESSED THROUGH THE SITE OR THE SERVICES, OR ANY ERRORS, MISTAKES, OR OMISSIONS IN ANY CONTENT OR INFORMATION, RESTS ENTIRELY WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE AND THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, USEFULNESS, CURRENCY, CONTENT, QUALITY, DECENCY OF MATERIAL, VALIDITY, ENFORCEABILITY, OR NONINFRINGEMENT. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

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Company makes no commitments or representations concerning any information or content contained in or accessed through the Site or the Services. The Site or the Services may contain, or direct you to websites that contain information or content that some individuals may find inaccurate, indecent, offensive, objectionable or inappropriate. These Terms of Use do not create any private right of action on the part of any third party or any reasonable expectation that the Site or the Services will not contain any content that is prohibited by these Terms of Use. Company reserves the right but has no obligation to monitor User Content, and Company expressly disclaims any and all liability for User Content. As an online service provider, Company does not necessarily approve or endorse any representations, advice views, or opinions in any User Content.

You understand that Company makes no guarantees with respect to any User Content you submit, including without limitation, any guarantee that your User Content will be kept confidential or preserved. Even with the technical and organizational security measures highlighted in Company's Privacy Policy, Company cannot guarantee that unauthorized third parties will never be able to defeat those measures. If you provide personally identifying information, you do so at your own risk.

13. NO CONTROL OVER THIRD PARTY SITES. Company has no control over, and no liability for any third-party websites or materials. Company works with a number of partners and affiliates whose Internet sites may be linked with the Site or through the Services. Because neither Company nor the Site has control over the content and performance of these partner and affiliate sites, Company makes no guarantees about the accuracy, currency, content, quality or transmission of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, infringing or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, quality, transmission, copyright compliance, legality or decency of this third party content, and that, unless expressly provided otherwise herein, these Terms of Use shall govern your use of any and all third party content.

Likewise, Company has no control over, and is not responsible for, the business practices or privacy policies of any third-party sites, or for the collection, use or

disclosure of any information those sites may collect, even if those sites are owned or operated by partners or affiliates of Company. Company makes no representation, recommendation, endorsement, or warranty with regard to any third-party websites. Company shall not be a party to or in any way responsible for monitoring any transaction between you and any third-party providers of products or services. As with any online purchase of a product or service, you should use your best judgment and exercise caution where appropriate.

14. LIMITED LIABILITY. COMPANY'S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY, ITS AFFILIATES OR ITS LICENSORS BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES IN ALL CASES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, THE SERVICES, THE SOFTWARE, OR INFORMATION AND CONTENT CONTAINED THEREIN. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal or equitable theory or form of action. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

YOU AGREE THAT ANY CLAIM OR DISPUTE ARISING IN CONNECTION WITH YOUR USE OF THE SITE, THE SOFTWARE, OR THE SERVICES MUST BE BROUGHT AND FILED WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED, EVEN IF ANY APPLICABLE STATUTE OF LIMITATIONS EXISTS TO THE CONTRARY. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEM OR DISSATISFACTION WITH USE IS TO CANCEL YOUR ACCOUNT AND CEASE USING THE SITE AND THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COMPANY, ITS AFFILIATES AND ITS LICENSORS FOR ANY AND ALL OTHER CLAIM WHATSOEVER UNDER THESE TERMS OF USE (OTHER THAN [1] AS MAY BE REQUIRED BY APPLICABLE LAW FOR CLAIMS INVOLVING PERSONAL INJURY OR [2] AMOUNTS PAYABLE TO YOU AS A BROADCASTER UNDER THESE TERMS OF USE), INCLUDING FOR ANY IMPLIED WARRANTIES, SHALL NOT EXCEED THE TOTAL AMOUNT YOU PAID COMPANY TO USE THE SITE OR THE RELEVANT SERVICES DURING THE ONE-MONTH PERIOD IMMEDIATELY PRIOR TO THE TIME SUCH CLAIM OR DISPUTE AROSE, OR, AT COMPANY'S OPTION, TO PROVIDING YOU WITH ACCESS TO USE THE SITE OR THE RELEVANT SERVICES AGAIN FOR A ONE-MONTH PERIOD. THIS LIMITATION SHALL APPLY EVEN IF IT FAILS ITS ESSENTIAL PURPOSE.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY OFFERS THE SITE AND THE SERVICES AND ENTERS INTO THESE TERMS OF USE IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS OF USE AND THAT SUCH WARRANTY DISCLAIMERS AND

LIMITATIONS OF LIABILITY REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND COMPANY.

15. INDEMNITY. You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold Company harmless from any and all third-party claims, losses, liability, damages, suits, judgments, and costs (including reasonable attorney's fees and costs) arising from (A) your access to or use of the Site, the Software, or the Services, (B) your violation of these Terms of Use, (C) any claim that your User Content caused damage to a third party, or (D) your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity, including any property or privacy right. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, suit, judgment or cost.

16. COPYRIGHT INFRINGEMENT. Company respects the rights of copyright owners and asks you to do the same. Company may respond to notices of alleged copyright infringement and suspend or terminate accounts of repeat infringers according to the procedures set out in the U.S. Digital Millennium Copyright Act.

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information (please consult your legal counsel or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (c) identification of the material that is claimed to be infringed 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 Company to locate the material (such as URLs);
- d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;
- (e) 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,

(f) 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.

For this notification to be effective, you must provide it to Company's designated agent via postal mail, e-mail, or fax [here](#).

17. TERMINATION. You may use the Site and the Services only as permitted by law, including applicable export and re-export control laws and regulations. Company reserves the right to suspend terminate your use of the Site or any of the Services. To ensure that Company provides a high quality experience for you and for other users of the Site, the Software and the Services, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site, the Software or the Services. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site, the Software and the Services immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site, the Software, or the Services by others. If you violate these Terms of Use or Company suspends or terminates your account, Company may prohibit you from creating a new account. Any termination does not relieve you of any obligations to pay fees or costs accrued prior to the termination or any other amounts owed by you as provided in these Terms of Use.

18. PROHIBITED USES AND CONDUCT. Company imposes certain restrictions on your permissible use of the Site, the Software, and the Services. You are prohibited from violating or attempting to violate any security features of the Site, the Software, or the Services, including, without limitation, (A) accessing any service, content or data not intended for you, or logging onto a server or account that you are not authorized to access; (B) attempting to probe, scan, or test the vulnerability of the Services, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (C) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting or disseminating a bug, virus, adware, spyware or other malicious code to the Site or Services, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (D) using the Site or Services to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (E) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Services; (F) interfering or attempting to interfere with features that prevent or restrict use or copying of any content accessible through the Site or the Services, or features that enforce limitations on the use of the Services or content; or (G) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing

the Site, the Software, or the Services. Any violation of system or network security may subject you to civil or criminal liability or both.

You agree not to alter or modify any part of the Site or Services. You agree not to access other's posted User Content through any technology or means other than through the Site and Services themselves, or other explicitly authorized means Company may designate. You are prohibited from collecting or harvesting any personal information from the Site or the Services. You are also prohibited from using the Site or the Services for commercial solicitation purposes. Furthermore, you are prohibited from using the Site or the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy.

19. BROADCASTER PROGRAM. *In General.* Some of the Services are supported by advertising revenue and you agree that Company may place advertisements and promotions on the Services and against User Content ("Ads"). The manner, mode and extent of advertising by Company are subject to change without specific notice to you. Company will attempt to accommodate verified users with category conflicts or sponsors after Company receives a request for accommodation. Company may at any time terminate its Broadcaster Program, or suspend or terminate the participation of any User Content in the Broadcaster Program for any reason. If we terminate your account and participation in the Broadcaster Program due to your breach, we may withhold unpaid amounts or charge back your account.

Eligibility; Monetization. To participate in the Broadcaster Program you must (a) be at least 18 years of age and a resident of the United States, (b) satisfy all other eligibility requirements in these Terms of Use, and (c) hold a current, active, and registered PayPal© account that is assigned to you. If you do not have such a registered PayPal© account, or your PayPal© account has been suspended or terminated, you may not continue participating in the Broadcaster Program. Subject to these eligibility requirements and all other terms of these Terms of Use, you will receive a payment, on a monthly basis, related to 25% of the Net Advertising Revenue actually generated from Ads placed directly against your User Content and recognized by Company, provided that you must meet an earnings threshold of \$10 US Dollars. "Net Advertising Revenue" means gross advertising revenue actually received by Company in exchange for Ads placed directly against a broadcast of User Content from a permitted monetization-enabled user account, reduced by incurred fees, costs, charges, commissions, contingent amounts, amounts subject to a refund, advance payments that have not been earned, refunds, and credits that have not already been accounted-for to advertising agencies, PayPal©, government entities, and other third parties in connection with such Ads placement.

If you terminate your account and your earned balance equals or exceeds the earnings threshold, Company will pay you your balance within approximately 90 days after the end of the calendar month in which the account is terminated. Any

balance below the threshold will remain unpaid. Unless expressly authorized in writing by Company, you may not enter into any type of arrangement with a third party where that third party receives payments made to you under these Terms of Use or other financial benefit in relation to the Services.

Payments. All payments will be made in US Dollars. All payments will only be paid via your authorized PayPal account. Payments will be calculated solely based on our accounting. Company, in its sole discretion, may determine the method of payments, including PayPal. Payments to you may be withheld to reflect or adjusted to exclude any amounts refunded or credited to advertisers and any amounts arising from invalid activity, as determined by Company in its sole discretion. Invalid activity is determined by Company in all cases and includes, but is not limited to, (i) spam, invalid queries, invalid impressions or invalid clicks on Ads generated by any person, bot, automated program or similar device, including through any clicks or impressions originating from your IP addresses or computers under your control; (ii) clicks solicited or impressions generated by payment of money, false representation, or requests for end users to click on Ads or take other actions; (iii) Ads served to end users whose browsers have JavaScript disabled; and (iv) clicks or impressions co-mingled with a significant amount of the activity described in (i, ii, and iii) above. If your authorized PayPal account is suspended or terminated, your account activity shall be deemed inactive for the payment period immediately preceding such suspension or termination and your balance will remain unpaid.

Withholding and Offsetting Payments. In addition to Company's other rights and remedies, Company may (a) withhold and offset any payments owed to you under these Terms of Use against any fees you owe us under these Terms of Use or any other agreement, or (b) require you to refund Company, within 30 days of any invoice, any amounts Company may have overpaid to you in prior periods. If you dispute any payment made or withheld relating to the Services, you must notify Company in writing within 30 days of any such payment. If you do not, any claim relating to the disputed payment is waived. If an advertiser whose Ads are displayed on against any User Content defaults on payment to Company, we may withhold payment or charge back your account.

Payment Information. To ensure proper payment, you are responsible for providing and maintaining accurate contact and payment information associated with your account. You acknowledge that Company is not responsible for the information collection, usage and disclosure practices of PayPal or any third-party payment processor. You are responsible for any charges assessed by your bank or payment provider. Company's privacy policy explains how Company will treat your personal data and protect your privacy when you use the Site and the Services.

Taxes. As between you and Company, Company is responsible for all taxes (if any) associated with the transactions between Company and advertisers in connection with Ads displayed on User Content. You are responsible for all taxes (if any) associated with the Services and the Broadcaster Program, other than taxes based

on Company's net income. All payments to you from Company in relation to the Broadcaster Program will not be adjusted for taxes.

20. MESSAGING. As part of the Services, you may receive push notifications, local client notifications, text messages, pictures messages, alerts, emails or other types of messages directly sent to you ("Push Messages"). You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services or through the operating system of your device. If Company provides the option for text messaging (SMS) friends and contacts as part of its Services, those messages will be sent from the SMS functionality on your phone. Please be aware that messaging fees may apply depending on the message plan you have with your wireless carrier. If you do choose to send text messages, you represent to Company that the recipients of such messages have consented to receive such messages from you, and that those recipients do not consider such messages unwanted or unsolicited.

21. CALIFORNIA SITE DISCLAIMER. The Site is controlled and operated by Company from its offices in the State of California. Company makes no representation that any of the content or the services to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as Company's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California. Those who access or use the Site and the Services from other jurisdictions do so at their own volition and are responsible for compliance with applicable local law.

22. GOVERNING LAW AND JURISDICTION; WAIVER OF TRIAL BY JURY. These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law or your state of residence. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Orange County, California, USA, in all disputes arising out of or related to the use of the Site, the Software, or the Services. ALL PARTIES TO THIS AGREEMENT WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY.

23. INJUNCTIVE RELIEF AND OTHER REMEDIES. You acknowledge and agree that any breach or threatened breach of these Terms of Use by you will cause Company and its licensors irreparable damage for which recovery of money damage would be inadequate and that Company and its licensors may obtain timely injunctive relief to protect their rights, without bond, other security or proof of damages, in addition to any and all other remedies available at law or in equity.

24. ASSIGNMENT. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction. These Terms of Use shall be binding upon and inure to the benefit of Company's successors and assigns.

25. MISCELLANEOUS TERMS. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions shall remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If there is a conflict between these terms and the additional terms, the additional terms shall control for that conflict. These terms control the relationship between you and Company (and Company's successors and assigns) and do not create any third party beneficiary rights. You agree that you are not considered, and shall not represent yourself as, an agent, employee, joint venturer, or partner of Company. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability, injunctive relief and other remedies, governing law and other miscellaneous terms.

26. RIGHT TO AMEND. Company may, in its sole discretion and without prior notice, (A) revise these Terms of Use; (B) modify the Site, the Software, the Services, or any combination of them; and (C) discontinue any aspects of the Site, the Software, and/or the Services at any time. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. Revised dispute resolution terms will not apply to any dispute of which the parties had actual notice before the date of the revision.

You agree to review these Terms of Use, including the Privacy Policy, posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

27. ACKNOWLEDGEMENT. BY USING THE SITE OR ANY OF THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

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