

## Bellum Entertainment Terms of Use

Updated as of May 6, 2013

The entire website [www.familystylewithchefjeff.com](http://www.familystylewithchefjeff.com) and any original content is the sole and exclusive property and owned outright by Bellum Entertainment, LLC, and/or their affiliates, subsidiaries, parent, designees and/or assigns (collectively "Company"). And any use of content contained on the site may only be used with the expressed written consent of Company. [Attn: Mack Carroll 2901 W Alameda Suite 500 Burbank CA 91505, [info@bellument.com](mailto:info@bellument.com)]

### Privacy Notice

This Privacy Notice describes how Bellum Entertainment (BE) will treat personal information and our privacy practices when you use BE services.

### Personal Information

**Browsing BE** You can watch videos on BE without having a BE account. You also can contact us by emailing directly without having to register for an account.

**Your BE Account.** For some activities on BE, like uploading videos or posting comments, you need a BE Account. We ask for some personal information when you create an account, including your email address and a password, which is used to protect your account from unauthorized access.

**Usage Information.** When you use BE, we may record information about your usage of the site. If you are logged in, we may associate that information with your BE Account. In order to ensure the quality of our service to you, we may place a tag (also called a "web beacon") in HTML-based customer support emails or other communications with you in order to confirm delivery.

**Content Uploaded to Site.** Any personal information or video content that you voluntarily disclose online (e.g., video comments, your profile page) may be collected and used by others. When you upload video content to your BE Account, your content is associated with a unique personal access code.

### Uses

If you submit personal information to the Bellum Entertainment Website we may use that information to operate, maintain, and improve the features and functionality of BE, and to process any flagging activity or other communication you send to us.

We do not use your email address or other personal information to send commercial or marketing messages without your consent. We may use your email address without further

consent for non-marketing or administrative purposes (such as notifying you of major BE changes or for customer service purposes).

We use cookies, web beacons, and log file information to: (a) store information so that you will not have to re-enter it during your visit or the next time you visit BE; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our marketing campaigns; (d) monitor aggregate metrics such as total number of visitors and pages viewed; and (e) track your entries, submissions, and status in promotions, sweepstakes, and contests.

### **Information That is Publicly Available**

When you create a BE Account, some information about your BE Account and your account activity will be provided to other users of YouTube. This may include the date you opened your BE Account, the date you last logged into your YouTube Account, your location and the number of videos you have watched.

Your BE Account name, not your email address, is displayed to other users when you engage in certain activities on BE, such as when you upload videos or send messages through BE. Other users can contact you by leaving a message or comment on the site.

Any videos that you submit to BE may be redistributed through the Internet and other media channels, and may be viewed by other BE users or the general public.

You may also choose to add personal information, which may include your name, gender, profile picture or other details, that will be visible to other users on your BE Account page. If you choose to add certain features to your BE Account page, then these features and your activity associated with these features will be displayed to other users and may be aggregated and shared with your friends or other users. Such shared activity may include your favorite videos, videos you rated and videos that you have uploaded.

### **Your Choices**

If you have a BE Account, you may update or correct your personal profile information, email preferences and privacy settings at any time by logging into your BE Account.

You may control the information that is available to other users at any time by editing your BE Account and the features that are included on your BE Account page.

You may, of course, decline to submit personal information through BE, in which case you can still view videos and explore BE, but BE may not be able to provide certain services to you.

## **Advertising on BE**

BE strives to provide you with relevant and useful advertising and we use third party ad serving systems and strategic partnerships to do so. We may use a range of information including cookies, web beacons, IP addresses, usage data and other non-personal information about your computer or device (such as browser type and operating system) to provide you with relevant advertising. If you are logged into your BE Account, we may also show you advertising based on the information you have provided to us in your BE Account.

Advertisers may serve ads based on interests associated with non-personally identifiable online activity, such as videos viewed, frequency of uploading or activity on other partner sites. Advertisers may also serve ads to you based on previous activity on that advertiser's website. This non-personally identifiable information is held separately from your BE Account data, or other personally identifying information in our possession.

Other third-party ad serving companies may display ads throughout our platform but BE does not provide any personal information to these third-party ad servers or ad networks without your consent. BE's privacy policy does not apply to, and we cannot control the activities of, such other advertisers or web sites. Any data obtained by third-party ad servers subsequently shared with BE is maintained and dealt with by BE in accordance with this privacy policy.

For more information about our privacy practices, write to us at:

Bellum Digital Department  
Bellum Entertainment Website Privacy Policy  
2901 W Alameda Ave, Suite 500  
Burbank CA, 91505 USA

## **BE Community Guidelines**

Here are some common-sense rules that we encourage and enforce within our BE community:

- BE is not for pornography or sexually explicit content. If this describes your video, even if it's a video of yourself, don't post it on BE.
- Graphic or gratuitous violence, violence or abuse is not allowed. If your video shows someone being physically hurt, attacked, or humiliated, don't post it.
- BE is not a shock site. Don't post gross-out videos of accidents, dead bodies or similar things intended to shock or disgust.
- Respect copyright. Only upload videos that you made or that you are authorized to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without necessary authorizations.

- We encourage free speech and defend everyone's right to express unpopular points of view. But we don't permit hate speech (speech which attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity).
- Things like predatory behavior, stalking, threats, harassment, intimidation, invading privacy, revealing other people's personal information, and inciting others to commit violent acts or to violate the Terms of Service are taken very seriously. Anyone caught doing these things may be permanently banned from BE.
- Don't spam. Don't create misleading descriptions, tags, titles or thumbnails in order to increase views. It's not okay to post large amounts of untargeted, unwanted or repetitive content, including comments and private messages.

### **We Enforce These Guidelines**

BE staff review flagged videos 24 hours a day, seven days a week to determine whether they violate our Community Guidelines. When they do, we remove them. Sometimes a video doesn't violate our Community Guidelines, but may not be appropriate for everyone. These videos may be age-restricted. Accounts are penalized for Community Guidelines violations and serious or repeated violations can lead to account termination. If your account is terminated, you won't be allowed to create any new accounts.

### **BE Supports Community**

Remember that this is your community! Each and every BE user can be an active and impactful contributor, please get involved!

- Have fun with the site. Get involved and make an impact!
- Dialogue, dialogue, dialogue. Let folks know what you think. Feedback's part of the experience, and when done with respect, can be a great way to make friends, share stories, and make your time on BE powerful. So leave comments, rate videos, make your own responses to videos that affect you, enter contests of interest—there's a lot going on and a lot of ways to participate.

Thanks for reading! —The Bellum Team

### **Terms of Service**

These Terms of Service (the "Agreement") set forth the terms and conditions that apply to your use of The Bellum Entertainment Web site located at [www.unsealedfiles.com](http://www.unsealedfiles.com) and the services and materials offered thereon (the "Service") which are offered to you by Bellum Entertainment ("BE"). BY USING THIS SITE, YOU AGREE TO THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT. If you do not agree to be bound by this Agreement, please discontinue your use of the Service.

1. **Restrictions on Use** The Service is a computer online service. It is accessible to you through a personal computer, or other access device at [www.unsealedfiles.com](http://www.unsealedfiles.com) (the "BE Site") using a communications connection (e.g., modem and telephone line). As part of the Service, you will be provided with services that may include information, editorial content, video content, links to other Web sites and other computer services that BE may decide to offer, subject to the terms hereof. BE may, in its sole discretion, discontinue or alter any aspect of the Service, including, but not limited to,
- restricting the time of availability,
  - restricting the availability and/or scope of the Service for certain platforms (i.e., computer types and operating systems),
  - restricting the amount of use permitted, and
  - restricting or terminating any User's right to use all or part of the Service, at any time in BE's sole discretion and without prior notice or liability. You are responsible for all charges (e.g., telephone) associated with connecting to the Service through an available access number. You are also responsible for obtaining or providing all telephone access lines, telephone and computer equipment (including modem), or other access device, necessary to access the Service. You certify that you are an individual (i.e., not a corporation). The Service is owned and operated by BE and its affiliated companies and contains material that is derived in whole or in part from material supplied and owned by BE and other sources. Such material is protected by copyright, trademark, and other applicable laws. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based on, or distribute in any way any material from the Service, including but not limited to code and software ("Material").

## 2. **Membership Rules and Guidelines**

### i. Registration

Should BE choose to provide member based services, when you register to use these Services, you will be required to provide certain information about yourself. You agree to provide true, accurate and complete information about yourself, and to update this information when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if BE suspects that your information is untrue or inaccurate, not current, or incomplete, BE may, in its sole discretion, suspend or terminate your membership and refuse current or future access to the Service. Any personal information supplied hereunder will be subject to the terms of our privacy policy. Members under the age of 18 must have parental consent before joining BE, and children under the age of 13 may not register with BE. The Service is currently provided for free. BE reserves the right to change the nature of this relationship at any time.

## ii. Passwords

Should BE provide to you a password that allows you to access certain parts of the Service, you will be solely responsible for maintaining the confidentiality of the password and your account information, and are fully responsible for all activities that occur under your password or account. You agree that you will immediately notify BE of any unauthorized use of your password or account, or any other breach of security, and that you will log off of the Service at the end of each session to prevent fraud on your account by third parties.

## iii. General

BE may choose to send you e-mail newsletters on a variety of topics - for example, informing you of membership benefits and features, letting you know of problems with the site or with services offered by BE, or presenting you with the opportunity to buy selected products and services. You may elect during registration not to receive these e-mail newsletters, and you may start or stop receiving such e-mail newsletters at any time by sending an e-mail to an address that shall be designated for that purpose. With your permission, BE may send you e-mails on behalf of pre-screened third parties containing promotional offers or opportunities that we believe may be of interest to you. You may elect during registration to receive these e-mails, and you may start or stop receiving such e-mails at any time by sending an e-mail to an account that shall be designated for that purpose.

## iv. Rules for Use of the Service

### Conduct Required for Use of the Service

- a. It is a condition of your use of the Service that you do not:
  - restrict or inhibit any other user from using and enjoying the Service;
  - post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation, any images or other material depicting Nudity as herein defined;
  - post or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs, hate propaganda, hate mongering, swearing, or rude or deliberately offensive comments, or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use of viruses, bots, worms or trojan horses;
  - post or transmit any information, software or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights, without first

- obtaining permission from the owner or right holder, including WAREZ (copyrighted material distributed without permission);
- post or transmit any information, software or other material that contains a virus or other harmful component;
  - post or transmit content that encourages or provides instructional activities about illegal activities, in particular hacking, cracking or phreaking;
  - post, transmit or in any way exploit any information, software or other material for commercial purposes or that contains advertising, "junk mail," "spam," or "chain letters";
  - solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;
  - impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity;
  - resell, redistribute, broadcast or transfer the information or use the information derived from the Service in a searchable, machine-readable database;
  - use the Service to collect personally identifying information about users of the Service in violation of our Privacy Policy;
  - disguise a file type to thwart BE's detection processes;
  - post or transmit any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
  - submit to the Live Directory multiple web sites with different URLs that re-direct a user to one web page;
  - submit to Live Directory more than one URL for a single category;
  - update Live Directory listings with intent to distort or misrepresent them, including but not limited to changing titles of the entries, descriptions of the entries, URLs, or keywords, or
  - attempt to gain unauthorized access to other computer systems or networks connected to the Service. For the purposes of this Agreement, "Nudity" shall include, without limitation, images depicting persons with unclothed genitalia or persons wearing transparent clothing over genitalia. You agree that you will not use the Service, including the information provided therein and all related equipment, networks and network devices (specifically including Internet access) for any unlawful purpose. BE, at its sole and absolute discretion, shall determine whether any information transmitted or received violates this provision. You may not use any Material in connection with any site or other use that contains or is associated with information or content prohibited by this section.

#### v. Monitoring

BE has no obligation to monitor the use of the Service by members. You acknowledge and agree that BE reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. During monitoring, information may be examined, recorded, copied, and used for authorized purposes in accordance with our Privacy Policy. Use of the Service constitutes consent to such monitoring. Furthermore, BE reserves the right at all times to disclose any information posted on any portion of the Service as necessary to satisfy any law, regulation or governmental request, or to refuse to post, or to remove, any information or materials, in whole or in part, that in BE'S sole and absolute discretion are objectionable or in violation of this Agreement.

#### vi. License

By uploading files, inputting data, or engaging in any other form of communication (a "Communication") through the Service you are granting BE a royalty-free, irrevocable, perpetual, non-exclusive, unrestricted, worldwide license to (i) use, copy, sublicense, adapt, transmit, publicly perform, display, or create derivative works from any such Communication, and (ii) sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such Communication. No Communication shall be subject to any obligation of confidence on the part of BE.

#### vii. Content on the Service

Communications posted through the Service are provided by users such as you who are unaffiliated with BE, and the user providing each such Communication is solely responsible for the content thereof. This means that you, and not BE, are entirely responsible for all Communications that you upload, post, email or otherwise transmit via the Service. In using the Service or receiving e-mail messages from members through the Service, you should not assume that such messages have been reviewed by BE, that such Communications contain correct information, or that the persons posting such Communications have accurately identified themselves and/or their affiliation with any third party. You understand that by using the Service, you may be exposed to Communications that are offensive, indecent, or objectionable. Under no circumstances will BE be liable in any way for any Communication, including, but not limited to, liability for any errors or omissions in any Communication, or for any loss or damage of any kind incurred as a result of the use of any Communication posted, e-mailed, or otherwise transmitted via the Service.

#### viii. Personal Safety

When using the Service, please be certain that anything you say does not compromise your personal safety. Do not provide your name, phone number, postal or e-mail address, your



password, or any other personally identifying information to people you do not know. Do not continue any conversation online that makes you feel uncomfortable.

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### **The Bellum Entertainment Website**

A. These Terms of Service apply to all users of the BE Website, including users who are also contributors of video content, information, and other materials or services on the Website. The Bellum Entertainment Website includes all aspects of BE, including but not limited to all products, software and services offered via the website such as the BE video content, uploading capabilities, the BE Embedded video player, the BE video conversions/uploading tool and other applications.

B. The Bellum Entertainment Website may contain links to third party websites that are not owned or controlled by BE. BE has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, BE will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve BE from any and all liability arising from your use of any third-party website.

C. Accordingly, we encourage you to be aware when you leave The Bellum Entertainment Website and to read the terms and conditions and privacy policy of each other website that you visit.

### **LICENSES AND REPRESENTATIONS** (similar to "License" section in above doc)

You hereby grant us and our licensees, distributors, agents, representatives and other authorized users, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify (including removing lyrics and music from any Submission or substituting the lyrics and music in any Submission with music and lyrics selected by us), create derivative works based upon, perform and otherwise exploit such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised (including on Bellum Entertainment Sites, on third party web sites, on our broadcast and cable networks and stations, on our broadband and wireless platforms, products and services, on physical media, and in theatrical release) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity (the "**Submissions License**").

By communicating a Submission, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct (set forth below in Section 7

labeled "RULES OF CONDUCT")) and other requirements of these terms of use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these terms of use (including the Submissions License). These terms of use (including the Submissions License) do not limit any past or future grant of rights, consents, agreements, assignments and waivers you may have made or make with respect to Submissions.

To the extent that any Submissions you Distribute on or through BE Sites contain original songs or recordings, you hereby represent that you are a member of ASCAP, BMI, SESAC or any other applicable performing rights society and that all musical compositions (including lyrics) and sound recordings contained in such Submissions are available for licensing to us (and our licensees, distributors, agents, representatives and other authorized users) directly from such societies. Notwithstanding the foregoing, regardless of whether you are a member of any performing rights society, you grant the Submissions License with respect to each and every musical composition (including lyrics) and sound recordings contained in such Submissions.

To the extent that we solicit Submissions through features or activities on or through BE Sites (including games, sweepstakes, contests, promotions and Public Forums (defined below in Section 6, labeled "PUBLIC FORUMS AND COMMUNICATION") that require the use of our copyrighted works (in whole or in part), we hereby grant you a non-exclusive license to create a derivative work using our copyrighted works (in whole or in part) as required (but only as required, and only for the purpose of creating your Submissions); provided however, that such license shall be conditioned upon your assignment of all rights in the work you create to us. If such rights are not assigned to us, your license to create derivative works using our copyrighted works (in whole or in part) shall be null and void. You agree to the foregoing grant of rights, consents, agreements and assignments whether or not your Submissions are used by us.

You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these terms of use.

To the extent any "moral rights," "ancillary rights," or similar rights in or to the Submissions exist and are not exclusively owned by us, you agree not to enforce any such rights as to us or our licensees, distributors, agents, representatives and other authorized users, and you shall procure the same agreement not to enforce from any others who may possess such rights.

Without limiting the scope of the Submissions License or any future grant of rights, consents, agreements, assignments, and waivers you may make with respect to Submissions, you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you with respect to Submissions submitted by you to us.

**SUBMISSIONS** (similar to "content on the service)- but need submissions language

In these terms of use, we use the word "**Submissions**" to mean text, messages, ideas, concepts, pitches, suggestions, stories, screenplays, treatments, formats, artwork, photographs, drawings, videos, audiovisual works, musical compositions (including lyrics), sound recordings, characterizations, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute (collectively, "**Distribute**") on or through a BE Site.

There are two types of Submissions: Solicited Submissions and Unsolicited Submissions. "**Solicited Submissions**" means those Submissions (a) that we expressly request or enable you to provide to us via any feature or activity on a BE Site for our review or display and possible specifically-defined consideration or compensation (collectively, "**Consideration**") (such as prizes or other value in games, sweepstakes, contests and promotions); and (b) that you Distribute on or through any BE Site for which you do not seek Consideration (such as in our Guest Services and in Public Forums (as defined below in Section 6, entitled "PUBLIC FORUMS AND COMMUNICATION")). "**Unsolicited Submissions**" are any and all Submissions that do not fall within subparagraphs (a) or (b) of this paragraph.

#### **DO NOT DISTRIBUTE ANY UNSOLICITED SUBMISSIONS; NO IMPLIED CONTRACT.**

Our long-standing company policy does not allow us to accept or consider Unsolicited Submissions so please do not Distribute Unsolicited Submissions on or through any BE Sites. We want to avoid the possibility of future misunderstandings when projects developed by us or under our direction might seem to others to be similar to their own creative work. We therefore ask that you not Distribute any Unsolicited Submission. In any event, you agree that any Submissions you make is not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of any review, compensation or consideration of any type (other than any stated Consideration).

Except as expressly stated in these terms of use, the provisions of these terms of use apply equally to Unsolicited Submissions and Solicited Submissions. Accordingly, we, our licensees, distributors, agents, representatives and other authorized users shall be entitled to exploit and disclose all Submissions, and we shall not be liable to you or to any person claiming through you for any exploitation or disclosure of any Submission.

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#### **COOPERATION; REMOVAL OF SUBMISSIONS**

We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from any BE Site that violates these terms of use (including the Rules of Conduct) and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with

laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these terms of use (including the Rules of Conduct) and/or our contest, sweepstakes, promotions, and game rules, and/or protect the safety or security of any person or property, including any BE Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

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### **Your User Submissions and Conduct**

A. As a BE account holder you may submit video content ("User Videos") and textual content ("User Comments"). User Videos and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, BE does not guarantee any confidentiality with respect to any User Submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize BE to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.

C. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to BE, you hereby grant BE a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the BE Website and BE's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the BE Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the BE Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The above licenses granted by you in User Videos terminate within a commercially reasonable time after you remove or delete your User Videos from the BE Website. You understand and agree, however, that BE may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.

D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant BE all of the license rights granted herein.

E. You further agree that you will not, in connection with User Submissions, submit material that is contrary to the BE Community Guidelines "Terms of Use", found at <http://www.bellument.com/terms-of-use> guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.

F. BE does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and BE expressly disclaims any and all liability in connection with User Submissions. BE does not permit copyright infringing activities and infringement of

intellectual property rights on its Website, and BE will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. BE reserves the right to remove Content and User Submissions without prior notice.

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**Account Termination Policy** A. BE will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be a repeat infringer.

B. BE reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. BE may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

## **PUBLIC FORUMS AND COMMUNICATION**

"**Public Forum**" means an area, site or feature offered as part of any BE Site that offers the opportunity for users to Distribute Submissions for viewing by one or more BE Site users, including a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, e-mail function (including electronic greeting cards and send-a-friend e-mails).

You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to a public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

You are and shall remain solely responsible for the Submissions you Distribute on or through any BE Site under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting same. We have no duty to monitor any Public Forum.

Also, you should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith.

We owe you no obligation, and therefore may refuse, to post, deliver, remove, modify or otherwise use or take any action with respect to Submissions you Distribute.

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### **1. CLAIMS OF COPYRIGHT INFRINGEMENT**

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances as determined by us in our sole discretion, of users who are infringers of copyright.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent.

Notification must be submitted to the following Designated Agent: Service Provider: BE

Name of Agent Designated to Receive Notification of Claimed Infringement: Larry Weinberg

Full Address of Designated Agent to Which Notification Should be Sent: 6600 Sunset Blvd, Suite 222 Los Angeles, CA 90028

Telephone Number of Designated Agent: 310-499-0066

E-Mail Address of Designated Agent: [lweinberg@e3ent.net](mailto:lweinberg@e3ent.net)

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. 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
6. 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.

We may give you notice that we have removed or disabled access to certain material by means of a general notice on any BE Site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to your physical address in our records. If you receive such a notice, you may provide counter-notification in writing to

the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

7. Your physical or electronic signature;
8. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
9. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
10. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which BE may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.