

TERMS OF USE FOR CHORDMELODIC.COM

1. INTRODUCTION

1.1 Agreement

You agree that by subscribing, joining, signing up, accessing or using our Site and its features (as defined below), you are entering a legally binding agreement with Zearth Entertainment Ltd. (the "Company", "we", "us", "our" or "Zearth Entertainment", including its subsidiaries). If you do not agree to the following terms, do not access our Site or otherwise use our Services.

The terms of this agreement include these Terms of Use, our Privacy Policy, and our Cookie Policy (collectively, the "Agreement").

1.2 Services

The Services means sites, products, or other offerings we provide, including but not limited to:

Company websites, pages, sites, accounts or channels accessible through any Internet or wireless enabled device (each, a "Website");

- Mobile applications;
- Ticketing and live event gatherings we host or sponsor;
- Company online platforms and related offerings, and
- Websites, pages or apps created or powered by Zearth Entertainment.

Users of our Services who have subscribed to our newsletter are "Subscribers" and Users of our Services who have not subscribed to our newsletter are "Visitors". This Agreement applies to both Subscribers and Visitors (collectively, "Users").

By using or accessing the Services in any manner, you or the entity you represent ("you," or "your") agree that you have read and agree to be bound by this Agreement to the exclusion of all other terms. If you do not agree to all the terms and conditions of this Agreement (including any third party Terms of Use, Privacy Policies, and Cookie Policies, when accessing products or services via CHORDMELODIC.COM, such as YouTube, Facebook, Twitter, Instagram and any other Terms of Service, Privacy Policies, and Cookie Policies, where applicable), then you have no right to use our Site and should not use the Services.

1.3 Modifications

We may modify this Agreement from time to time. If we make material changes to it, we will provide you with the opportunity to review the changes before they become effective. If you object to any changes, you may unsubscribe or discontinue use of the Services. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms.

2. OBLIGATIONS

2.1 Access to the Services

The Services are owned and operated by the Company. We may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content (as defined below). We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

Depending on which Services you use, you may be subject to additional terms set below). The Additional Terms will control in the event of any conflict with the rest of this Agreement.

2.2 Service Eligibility –

We do not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to Subscribe or use our Services. If you are under 13, please do not use our Site or attempt to Subscribe for Services or send any information about yourself to us, including your name, address, telephone number, or email address. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at privacy@zeather.com.

3. EMAIL AND SMS MARKETING MESSAGES AND SUBSCRIPTION

Under the GDPR we use the consent lawful basis for anyone subscribing to our newsletter or marketing mailing list. We only collect certain data about you, as detailed in the "Agreement". Any email and SMS marketing messages we send are done so through an EMS, email marketing service provider. An EMS is a third party service provider of software / applications that allows, marketers to send out email marketing campaigns to a list of users.

Email marketing messages that we send will contain tracking beacons / tracked clickable links or similar server technologies in order to track subscriber activity within email and SMS marketing messages. Where used, such marketing messages will record a range of data such as; times, dates, I.P addresses, opens, clicks, forwards, device, geographic and demographic data. Such data, within its limitations will show the activity each subscriber made for that email and SMS campaign.

Any email marketing messages we send are in accordance with the GDPR and the PECR. We provide you with an easy method to withdraw your consent (unsubscribe) or manage your preferences / the information we hold about you at any time. See any marketing messages for instructions on how to unsubscribe or manage your preferences, you can also unsubscribe from all ActiveCampaign or other EMS lists, by contacting the EMS provider.

Our EMS provider is; ActiveCampaign. We hold the following information about you within our EMS system;

Email address, I.P address, subscription time & date (log data), Product usage data, your operating system, device, your browser ID, and other information about your system and connection. Including, but are not limited to, personal information such as first and last name, date of birth, gender, occupation, or other demographic information gathered from your interaction with the email marketing promotions. You can unsubscribe at any time by clicking 'unsubscribe' at the bottom of all email correspondence from us. You can also request the deletion of any information,

personal or otherwise, that we hold on you by contacting us using the contact information displayed in this agreement.

3.1 Your Subscription –

When you Subscribe to Services offered by the Company, you become a Subscriber. You are responsible for anything that happens through your Subscription unless you unsubscribe or report misuse.

3.2 Notices and Messages

You agree that we will provide notices and messages to you in the following ways: (1) within the applicable Service or Website, or (2) sent to the contact information you provided us (e.g. email, phone number, physical address). You agree to keep your contact information up to date.

Please review your applicable settings and/or email preferences to control and limit messages you receive from us.

4. WEBSITE, SERVICES, CONTENT, COPYRIGHT AND INTELLECTUAL PROPERTY POLICY

The Website, the Services, and their Content (as defined below) are intended solely for use by Users of the Services and may only be used in accordance with the terms of this Agreement. All materials displayed or performed on the Website or through the Services (including, but not limited to videos, text, graphics, articles, photographs, images and illustrations (as defined below) (collectively, the “Content”) are protected by copyright, pursuant to U.S. copyright laws, international conventions, and other copyright laws. You shall abide by all copyright notices, trademark rules, information, and restrictions contained therein, and shall not use, copy, reproduce, link to, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit any of the foregoing for any purposes whatsoever: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

The Company reserves all of its intellectual property rights in the Website and Services. Using the Website and Services does not give you any ownership therein. Trademarks and logos used on and in connection with the Website and Services are the trademarks of their respective owners. Service marks, graphics, and logos used for our Website and Services are trademarks or registered trademarks of the Company.

Zearth Entertainment respects the copyrights and other intellectual property rights of others and requests that the people who use its Website do the same. If you believe your work has been reproduced or used in another way by us that constitutes copyright infringement, you may notify our copyright agent. In your notice, please provide our copyright agent with the following information in writing:

- the electronic or physical signature of either the rights holder in the copyright or the person authorized to act on behalf of that person;
- identification of the copyrighted work that you claim has been infringed;
- an identification of the material that is claimed to be infringing, and information reasonably sufficient to permit Zearth Entertainment to locate the material (for example, by providing a URL to the material); or, if applicable, identification of the reference or link to material or activity claimed to be infringing, and information reasonably sufficient to permit Zearth Entertainment to locate that reference or link;

- your name, address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright rights holder, its agent, or the law; and
- a statement that the information in your notification is accurate and a statement, made under penalty of perjury, that you are the rights holder or are authorized to act on the behalf of the rights holder.

Our address to receive notification of claimed infringement:

Zearth Entertainment,
Attn: Copyright Agent,
International House
61 Mosley Street
Manchester
M2 3HZ
Email: copyright@zearth.com.

It is our policy to terminate in appropriate circumstances a Subscription for repeated copyright infringement, and we also reserve the right to terminate a Subscription or restrict a visitor for even one instance of infringement.

Zearth Entertainment may access, preserve and disclose to third parties any of your information or data (including personally identifiable information and private communications) related to a written complaint of copyright infringement if Zearth Entertainment believes in its sole discretion that such access, preservation, or disclosure is necessary or useful to respond to or otherwise address such complaint.

4.1 User Information

We will access, store, process and use any information and personal data that you provide in accordance with the terms of this “Agreement” and your choices (including settings). You also agree that your subscription information will be truthful.

4.2 User Feedback

We may use any reports, comments, and suggestions in any form regarding the Services that you provide to us (collectively, the “Feedback”). You grant us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate and use the Feedback in connection with any products and services.

Under no circumstances will the Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

4.3 Availability; Access

We may change, suspend or discontinue any of our Services. We don’t promise to store or keep showing any information.

You agree that we have no obligation to store, maintain or provide you a copy of any Content or information that you or other Users provide, except to the extent required by applicable law and as noted in this Agreement.

The Company reserves the right to limit your use of the Services and to restrict, suspend, or terminate your subscription if the Company believes that you may be in breach of this Agreement or law or are misusing the Services (e.g., violating any of the Dos and Don'ts).

4.4 Third Party Services

The Website or Services may link to, allow access to or otherwise incorporate websites, products or services offered by third parties not owned or controlled by the Company or User Sites, as applicable ("Third Party Services"). When you access Third Party Services, you do so at your own risk and should make whatever investigation you feel necessary or appropriate before using such Third Party Services or conducting any transactions thereon. You hereby represent and warrant that you have read and agree to be bound by all applicable policies of any Third Party Services relating to your use of the Services ("Third Party Policies") and that you will act in accordance with those policies, in addition to your obligations under this Agreement. To the extent there is a conflict between any term in the Third Party Policies and this Agreement, the term in the Third Party Policies shall take precedence. Company has no control over, and assumes no responsibility for, the content, services, accuracy, privacy policies, or practices of or opinions expressed in any Third Party Services. In addition, Company will not and cannot monitor, verify, censor or edit the content of any Third Party Services. Company may modify or discontinue your use of, or access to, the Third Party Services, or any content or services available thereunder, at any time in its sole absolute discretion with or without notice to you. By using the Services, you expressly relieve and hold harmless Company from any and all liability arising from your use of any Third Party Services, including without limitation any damages or losses incurred as a result of any transactions thereon.

Notwithstanding the foregoing, Company may, solely on behalf of certain Third Party Services, process and facilitate payment to you of any amounts owed to you by such Third Party Services ("Third Party Services Payments"). By entering into this Agreement, you authorize Company to process and facilitate the Third Party Services to you. Such payments shall be made within sixty (60) days after Company receives such Third Party Payments from the respective Third Party Services. Company will make such payments through the payment method mutually agreed upon by the parties in writing, or such other payment method as Company may choose in its reasonable discretion. You acknowledge and agree that Company shall have no responsibility or liability for failure to facilitate the Third Party Services Payments to you if such failure is due to the respective Third Party Services' failure to properly remit the Third Party Payments to Company. In the event your use of, or access to, the Services is terminated (whether initiated by you or Company), your use of, or access to, the Third Party Services shall also cease, and Company shall have no responsibility or liability related to pending Third Party Payments owed to you from the respective Third Party Services. In the event of such termination, you shall be solely responsible for contacting the respective Third Party Services to provide updated contact and payment information such that you would receive such pending Third Party Payments directly from the respective Third Party Services.

5. ZEARTHER ENTERTAINMENT TRADEMARKS, CONTENT & DISPLAY POLICY

Zearth Entertainment has gained valuable intellectual property rights by the proper and continuous use of its trademarks and service marks ("trademarks"), namely, "Zearth" and "Chord Melodic" to identify its goods and services. Chord Melodic is a registered trademark of Zearth Entertainment and the logo consists of the Chord Melodic wordmark.

Improper use of a trademark can cause its value to become generic or diluted. Therefore, it is essential that all brand elements of Zearth Entertainment including trademarks, web pages, logos,

and other distinctive features are used properly in all promotional, advertising, instructional or other materials. Use of any Zearth Entertainment brand element should not mislead consumers about any Zearth Entertainment sponsorship, affiliation, or endorsement of your company or website.

Zearth Entertainment does not object to referential use of its trademarks (excluding logos) in marketing and promotional materials, books and other printed matter, conferences, applications, demonstrations, and on internet locations, provided such use complies with these guidelines. All other uses of Zearth Entertainment trademarks or other brand elements require express written permission from Zearth Entertainment and must also comply with these guidelines.

Except as otherwise agreed by Zearth Entertainment in writing, Zearth Entertainment reserves the right to withdraw its permission to use its trademarks at any time and for any reason, including withdrawal of permission to any individual or entity Zearth Entertainment believes misuses its trademarks or other brand elements. These guidelines may be periodically updated without notice.

5.1 RULES FOR PROPER USAGE

THINGS TO DO

- Zearth Entertainment trademarks must be used as a proper adjective or a noun (subject to specific trademark being described) the first time in text and periodically thereafter.
- Zearth Entertainment trademarks should be followed by their generic terms the trademark describes, e.g., "Zearth" and "Chord Melodic"
- Trademarks should not be made plural or possessive.
- Spell and capitalize the trademark properly.
- Use the trademarks in a manner that reflects favourably on Zearth Entertainment and its products and services. The trademarks must never be used in a disparaging manner.
- Only high-resolution logos or other images may be used by those licensed to do so by Zearth Entertainment.

When using the Zearth Entertainment trademarks in the United States or Greece, include the appropriate ™ or ® symbol on first use. For use outside the United States or Greece, do not include trademark symbols. Instead use the following footnote when using a Zearth Entertainment trademark, e.g. "Chord Melodic" is a trademark of Zearth Entertainment, Ltd registered in the UK and The Intellectual Property Office (IPO).

THINGS NOT TO DO

- Do not use Zearth Entertainment brand elements without express written permission from Zearth Entertainment except as otherwise mentioned in the second paragraph of these guidelines.
- Zearth Entertainment trademarks must not be used in any manner that suggests a common, descriptive, or generic meaning.
- Do not use Zearth Entertainment trademarks in any way that might mislead consumers about any Zearth Entertainment sponsorship, affiliation, or endorsement of you or your company, or your products and services.
- Do not incorporate Zearth Entertainment trademarks with any third party trademarks or logos, including your own.
- Zearth Entertainment brand elements should not be displayed as the most prominent element on your web page or other materials.

- Do not use an identical or virtually identical Zearth Entertainment trademark as a second level domain name (e.g. zearthertv.com, chordmelodictv.com, etc.)
- Do not use or register Zearth Entertainment trademarks as or incorporated in social media account names, profiles or monikers.
- Words such as “official,” “exclusive,” “approved,” “sponsored,” or “endorsed” may not be used in conjunction with any Zearth Entertainment trademarks without express written permission.
- Do not display Zearth Entertainment trademarks or logos on any web page or other materials that violate any law or regulation or the rights of any third person.
- Do not adopt brand elements that are identical or confusingly similar to those of any Zearth Entertainment trademark listed herein or elsewhere.
- Do not manufacture, sell, or give away merchandise items such as T-shirts, mugs, pens, etc. that use any Zearth Entertainment trademark, including logos, unless pursuant to an express written trademark license from Zearth Entertainment.
- Do not use the ™ or ® symbol in connection with marks in countries where our marks have not been registered. Trademark rights vary from country to country.

This policy is designed to help you use Zearth Entertainment’s brand and assets, including our logo, content, and trademarks, without needing to negotiate a separate agreement with us. If you would like to use any other Zearth Entertainment assets not covered by this document, you must contact us at copyright at zearth dot com and present a visual mockup of intended use.

5.2 PROCEDURE FOR REPORTING COPYRIGHT INFRINGEMENTS:

If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Address listed below: 1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed; 2. Identification of works or materials being infringed; 3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence; 4. Contact information about the notifier including address, telephone number and, if available, email address; 5. A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and 6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Once Proper Bona Fide Infringement Notification is received by the company:

It is Company’s policy:

- (i) To remove or disable access to the infringing material;
- (ii) To notify the content provider, member or user that it has removed or disabled access to the material; and 3. That repeat offenders will have the infringing material removed from the system and that Company will terminate such content provider’s, member’s or user’s access to the Services.

CONTACT

If you have any questions, complaints, or claims with respect to the Services, you may contact us at:

Zearth Entertainment,
Attn: Privacy / Legal Department,
International House
61 Mosley Street
Manchester
M2 3HZ
Email: support@zearth.com.

6. RESTRICTIONS

You warrant, represent and agree that you will not use the Services in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or otherwise objectionable; (iv) involves commercial activities and/or sales without Company's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including without limitation any employee or representative of Company; or (vi) contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program. Company reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You, not Company, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Company and to grant Company the rights to use such information in connection with the Services and as otherwise provided herein.

You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Mail list, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not subscribed or actively using the Website, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure. Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any page of the Website is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

7. WARRANTY DISCLAIMER

Company has no special relationship with or fiduciary duty to you. You acknowledge that Company has no control over, and no duty to take any action regarding: which users gain access to the

Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Company from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any content contained in or accessed through the Services, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. Company makes no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. THE SERVICES, CONTENT, WEBSITE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEBSITE, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

8. PRIVACY POLICY

For information regarding Company's treatment of personally identifiable information, please review Company's current Privacy Policy, which is hereby incorporated by reference; your acceptance of this Agreement constitutes your acceptance and agreement to be bound by our Privacy Policy.

9. INDEMNITY

You will indemnify and hold Company, its parents, subsidiaries, affiliates, officers, suppliers, licensors, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of this Agreement, or the infringement by you or any third party using your subscription of any intellectual property or other right of any person or entity.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE WEBSITE OR THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF \$100 OR THE FEES PAID BY YOU THEREFOR DURING THE 12-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM; (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (IV) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL.

11. TERMINATION OF SUBSCRIPTION

This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services and unsubscribe at any time. Company may terminate or suspend your access to the Services or your subscription at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your subscription. Company may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this

Agreement. Upon termination of your subscription, your right to receive information including any and all updates relating to the Services, access the Website, and any other Content will immediately cease.

You can unsubscribe at any time by clicking on the 'unsubscribe' link at the bottom of all consented emails that we send to you.

12. MISCELLANEOUS

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with Company's prior written consent. Company may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement (provided that if a separate written agreement with respect to Company products or services exists between you and Company, the terms and conditions of that written agreement shall take precedence over this Agreement in the event of any conflict), and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Company in any respect whatsoever. Headings for each section have been included above for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede.

13. DOs AND DON'Ts

The following list of "Dos and Don'ts" is intended to provide a set of rules governing your use of, and participation in, the Services. All Users must adhere to these Dos and Don'ts and failure to do so may result in the suspension or termination of your subscription and use of Services.

DO's -

You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use your real name when subscribing; and
- Use the Services in a professional manner.

DON'T's

You agree that you will not:

- Create a false identity, misrepresent your identity, create a subscription for anyone other than yourself (a real person), or use or attempt to use another's subscription;
- Post or distribute content that is intentionally false or intended to mislead or deceive others as to the source of the content;
- Use the Service to promote, incite or engage in the harassment or bullying of others, in self-harm or other illegal activities. Making threats (direct or indirect) of violence, including threatening or promoting terrorism, is also prohibited. Users who harass, bully or threaten other users will have their content removed and accounts and Services terminated, and also may be subject to serious criminal legal consequences in certain jurisdictions;
- Post content or use the Service to promote hatred or violence towards, or directly attack or threaten any others, based on race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, age, disability, marital status, or veteran status;
- Post or distribute content that contains nudity, sexual acts, or sexually explicit materials. Do not post links to pornographic sites or sites that contain pornography;
- Promote or endorse regulated goods and services such as alcohol, gambling, tobacco, firearms/weapons, pharmaceuticals, or other goods and services regulated in the United States and other countries in which the Service is available;
- Use the Service to distribute or promote any advertisement, solicitations or other commercial content, including non-Company products, services or any sweepstakes or contests;
- Post, link to, or distribute content on or through the Service that is intended to damage or disrupt the Service, or another user's device or computer, or that is intended to compromise the privacy or account security of another user;
- Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
- Override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views);
- Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of the Company;
- Disclose information that you do not have the consent to disclose (such as confidential information of others);
- Violate or infringe the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary, publicity or privacy rights;
- Violate the intellectual property or other rights of the Company, including, without limitation, (i) copying or distributing our content or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using our business name or logos except as provided in the Trademark Content & Display Policy;
- Post anything that contains software viruses, worms, or any other harmful code;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- Imply or state that you are affiliated with or endorsed by the Company without our express consent;

- Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without the Company's consent;
- Use bots or other automated methods to access the Services, add or download information, send or redirect messages;
- Monitor the Services' availability, performance or functionality for any competitive purpose;
- Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms);
- Use the Service to spam others. Spamming activities may include but are not limited to, sending or posting mass messages or content, posting duplicative content, political campaigning, chain letters, posting promotional or commercial content, and posting false or misleading content. You also may not engage in username squatting; accounts that are inactive for more than six months may be removed without further notice; and/or
- Violate these Dos and Don'ts or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service.

If you see something on the Service that you believe violates these Dos and Don'ts, please report it to us using the contact information provided in this agreement. We may, in our sole discretion, remove content that we believe violates these Dos and Don'ts or is otherwise objectionable even without receiving a complaint of a potential violation.

Our community is diverse and reaches beyond geographical borders, so please keep in mind that something that you may find objectionable may not violate our Dos and Don'ts.