

Productionlogin Terms of Use

1. ACCEPTANCE OF TERMS 1

PRODUCTIONLOGIN provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://www.productionlogin.com/info/terms.pdf>. In addition, when using particular PRODUCTIONLOGIN services, you and PRODUCTIONLOGIN shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF SERVICE

PRODUCTIONLOGIN currently provides users with access to a rich collection of resources, including, various communications tools, forums, image databases and branded programming through its network of properties (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for PRODUCTIONLOGIN to provide the Service. You also understand and agree that the service may include certain communications from PRODUCTIONLOGIN, such as service announcements, administrative messages and the PRODUCTIONLOGIN Newsletter, and that these communications are considered part of PRODUCTIONLOGIN membership and you will be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that PRODUCTIONLOGIN assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

You must be at least 18 years of age to access and view the PRODUCTIONLOGIN site.

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3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or PRODUCTIONLOGIN has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, PRODUCTIONLOGIN has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). PRODUCTIONLOGIN is concerned about the safety and privacy of all its users, particularly children. For this reason, PRODUCTIONLOGIN restricts access to adults only. Please remember that the Service is designed to appeal to a broad audience. Accordingly, it is your responsibility to determine whether any of the Services and/or Content (as defined in Section 6 below) are appropriate for your personal viewing.

4. PRODUCTIONLOGIN PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.productionlogin.com/info/privacy.pdf> .

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify PRODUCTIONLOGIN of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. PRODUCTIONLOGIN cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not

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PRODUCTIONLOGIN, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. PRODUCTIONLOGIN does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will PRODUCTIONLOGIN be liable in any way for any Content, including, but not limited to, errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a.** upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b.** harm minors in any way;
- c.** impersonate any person or entity, including, but not limited to, a PRODUCTIONLOGIN official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d.** forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e.** upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f.** upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g.** upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- h.** upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i.** disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

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- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- l. "stalk" or otherwise harass another; or
- m. collect or store personal data about other users.

You acknowledge that PRODUCTIONLOGIN does not pre-screen Content, but that PRODUCTIONLOGIN and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, PRODUCTIONLOGIN and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by PRODUCTIONLOGIN or submitted to PRODUCTIONLOGIN, including without limitation information in PRODUCTIONLOGIN Message Boards, and in all other parts of the Service.

You acknowledge and agree that PRODUCTIONLOGIN may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of PRODUCTIONLOGIN, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

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8. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

PRODUCTIONLOGIN does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant PRODUCTIONLOGIN the following world-wide, royalty free and non-exclusive license(s), as applicable:

* With respect to Content you submit or make available for inclusion on publicly accessible areas of PRODUCTIONLOGIN, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific PRODUCTIONLOGIN site to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or PRODUCTIONLOGIN removes such Content from the Service.

* With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible area of the Service , the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or PRODUCTIONLOGIN removes such Content from the Service.

* With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service, the perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Service are those areas of the PRODUCTIONLOGIN network of properties that are intended by PRODUCTIONLOGIN to be available to the general public. By way of example, publicly accessible areas of the Service would include PRODUCTIONLOGIN Message Boards , However, publicly accessible areas of the Service would not include portions of PRODUCTIONLOGIN Groups that are limited to members, PRODUCTIONLOGIN services intended for private communication such as PRODUCTIONLOGIN Mail or areas off of the PRODUCTIONLOGIN network of properties such as portions of World Wide Web sites that are accessible through PRODUCTIONLOGIN Webring but are not hosted or served by PRODUCTIONLOGIN.

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9. INDEMNITY

You agree to indemnify and hold PRODUCTIONLOGIN, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

10. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

11. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that PRODUCTIONLOGIN may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on PRODUCTIONLOGIN servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that PRODUCTIONLOGIN has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that PRODUCTIONLOGIN reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that PRODUCTIONLOGIN reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

12. MODIFICATIONS TO SERVICE

PRODUCTIONLOGIN reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that PRODUCTIONLOGIN shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

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13. TERMINATION

You agree that PRODUCTIONLOGIN, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if PRODUCTIONLOGIN believes that you have violated or acted inconsistently with the letter or spirit of the TOS.

PRODUCTIONLOGIN may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that PRODUCTIONLOGIN may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that PRODUCTIONLOGIN shall not be liable to you or any third-party for any termination of your access to the Service.

14. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that PRODUCTIONLOGIN shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

15. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because PRODUCTIONLOGIN has no control over such sites and resources, you acknowledge and agree that PRODUCTIONLOGIN is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that PRODUCTIONLOGIN shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

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16. PRODUCTIONLOGIN'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by PRODUCTIONLOGIN or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

PRODUCTIONLOGIN grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by PRODUCTIONLOGIN for use in accessing the Service.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a.** YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PRODUCTIONLOGIN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b.** PRODUCTIONLOGIN MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE

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CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PRODUCTIONLOGIN OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PRODUCTIONLOGIN SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YAHOO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

20. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies,
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stock quotes, investments or securities, please read the above Sections 17 and 18 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. Productionlogin and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

21. NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

22. TRADEMARK INFORMATION

Productionlogin , the logo, the graphic word and logo, the trademarks and service marks, and other Productionlogin logos and product and service names are trademarks of Productionlogin . Without Productionlogin's prior permission, you agree not to display or use in any manner, the Productionlogin Marks.

23. COPYRIGHTS and COPYRIGHT AGENTS

PRODUCTIONLOGIN respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide PRODUCTIONLOGIN's Copyright Agent the following information:

- 1.** an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- 2.** a description of the copyrighted work or other intellectual property that you claim has been infringed;
- 3.** a description of where the material that you claim is infringing is located on the site;
- 4.** your address, telephone number, and email address;
- 5.** a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- 6.** a statement by you, made under penalty of perjury, that the above information

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in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

PRODUCTIONLOGIN Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Copyright Agent

c/o Productionlogin.

416 Fawn Drive

San Anselmo, CA 94960

By phone: (310) 600-5389

By email: scott@productionlogin.com

24. GENERAL INFORMATION

The TOS constitute the entire agreement between you and PRODUCTIONLOGIN and govern your use of the Service, superceding any prior agreements between you and PRODUCTIONLOGIN. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and PRODUCTIONLOGIN shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and PRODUCTIONLOGIN agree to submit to the personal and exclusive jurisdiction of the courts located within the county of New York, New York. The failure of PRODUCTIONLOGIN to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

25. VIOLATIONS

Please report any violations of the TOS to our Customer Care group.

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