

Website Terms and Conditions

Respect The Artists is a website located at RespectTheArtists.com and is owned and operated by RTA Enterprises, LLC. These website terms and conditions are revised as of December 15, 2021.

Welcome to RespectTheArtists.com (the "Website"). Respect The Artists provides access to the Website to you subject to the following terms and conditions. In return for accessing the Website, you agree to be bound by these terms and conditions of use without limitation or qualification. This is a legally binding agreement between you as the member(s) of the Website (sometimes referred to as "you", "your" or "Member" hereinafter) and Respect The Artists (sometimes referred to as "we", "our" or "RespectTheArtists.com" hereinafter). If you do not intend to be legally bound by these terms and conditions of use, do not access or use the Website. **Essentially, if you visit the Website, you accept all terms and conditions of use. Please read them carefully. If you do not agree to these terms of use in their entirety, you may not use the Website and should not proceed to register.**

We may modify these terms and conditions from time to time. If you do not agree to any modifications, you should terminate your use of our Website and its Service (as defined below). Your continued use of the Website will constitute a binding acceptance by you of these terms and conditions, or any subsequent modifications.

Website and Services

The Website provides you with the ability to create profiles, communicate with other Members (as defined below), schedule artist consultations, participate in giveaways, and other services that may be available in the future (collectively referred to as the "Service"). More specifically, our "Service" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and any other

materials you may view on, access through, or contribute to the Website. The Service includes **all aspects of the Website**, including but not limited to all profiles, tools, and services offered via the Website.

The Service may contain content submitted and/or created by other people (such as Members of the Website as defined herein) and links to third-party websites that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any other person or third-party websites. In addition, we will not and cannot review, monitor, censor, or edit the content of any member, profile, photograph, message, or any other content posted by anyone on the Website, or any content of any third-party site. By using our Website and the Service, you expressly relieve us from any and all liability arising from your use of the Website and the Service, including any third-party website.

Services

Member Accounts. In order to access certain services on the Website, you must create a Member Account. The term "Member" means a person who provides information including but not limited to, names, or email addresses to participate in the Service in any manner. You can create a Member Account at any time. We reserve the right to suspend or terminate your Member Account and refuse any future use of the Service for any reason.

Respect The Artists Membership Benefits. In addition to Member Accounts, the Website also allows Members to enroll into Respect the Artists Membership Benefits ("Benefits") in exchange for a one-time fee. Benefits include, but are not limited to, access to a private Respect The Artists Facebook Page and other commenting/messaging facilities, tips, tutorials, artist consultations, and promotional/marketing services. Respect The Artists reserve the right to update the Benefits and the associated

costs at any time, for any reason. A valid Facebook account is required to participate.

Respect The Artists is not responsible for any information transmitted or shared in connection with the Service, such as content and personal information shared in the Respect the Artists Facebook Page, and cannot guarantee that the information is true, accurate, or correct. Additionally, any information transmitted through Member artist consultations do not constitute as legal advice, and Respect The Artists is not responsible for any activities that may arise out of use of the information from artist consultations.

Artist Services. The Website hosts marketing/promotions services, including but not limited to social media promotions and features on the official Respect The Artists Instagram channel in exchange for a one-time fee, or subscription based fee. While Respect The Artists will use its best efforts to field favorable results, results are not guaranteed.

Giveaways. From time to time, the Website may host or promote giveaways on third-party platforms, in which Members and the public (when applicable) can enter for a chance to win a Prize (“Giveaway”). Your country, state, principality, or governing body may allow you to enter a Giveaway, but not allow you to receive the Prize from winning. To be eligible to enter or be awarded the Prize a Member must fully comply with the official rules. Every Giveaway has specific terms and conditions (“Official Rules”). By participating in a Giveaway, you agree to accept the terms and conditions of the Official Rules and Respect The Artists’ decisions which are final and binding in all matters relating to the Website and the Service. If there is inconsistency between the Official Rules and these terms and conditions, the Official Rules shall govern. Each Giveaway is subject to all applicable international, federal, state, and local laws and regulations and is void where prohibited.

Sale of Services. The Website is equipped with payment and transactional functions enabling Members and unregistered users to purchase services, including but not limited to Benefits and Artist Services. We attempt to be as accurate as possible when listing information in connection with the services, however we do not warrant that the information is error-free. We reserve the right to deny any sale due to website errors.

To the fullest extent permissible by applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We will not be liable for any damages of any kind arising from or relating to the use of the Service, or any information contained therein, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages. You agree that we are not liable for any damages claimed as a result of the collection, use, or display of any information contained within the Service.

As set forth above, we are not liable for any use of information contained within the Service, including, but not limited to, the leak or dissemination of any public or private information shared through screen sharing technology (or any other method), or any harm caused by the receipt, delivery, or use of the Service or any information contained therein.

Service Use Terms

Member Accounts

These terms and conditions are an electronic contract that establishes the legally binding terms you must accept to create a Member Account and become a Member. You acknowledge and agree that Members of the Website may be part an online community of other Members. In order to

access certain services on the website, you must create a Member Account.

Eligible Members

You must be at least 13 years of age to access and use the Services. Any use of the Website or Service is void where prohibited. **If you are under age 13, you may not, under any circumstances or for any reason, use the Website or Services.** If you provide any information that is inaccurate, or incorrect, we have the right to suspend, or terminate your account, and refuse current or future use of the Website and the Service. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these terms and conditions are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these terms and conditions or use of the Services is prohibited or to the extent provision of the Services conflicts with any applicable law, rule, or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third-party. By accessing and using the Website or Services, you represent and warrant that you have the right, authority and capacity to accept and abide by all of the terms and conditions.

Registration

To sign up certain features of the Service, you must create a Member Account. You must provide accurate and complete information. You shall not: (i) use the name of another person with the intent to impersonate that person or (ii) use the name of a person other than you without appropriate authorization. You are solely responsible for the activity that occurs on your Member Account, and for keeping your Member Account password secure. You may never use another person's Member Account or

registration information for the Service without permission. You must notify us immediately of any change in your eligibility to use the Service, breach of security or unauthorized use of your Member Account. You should never publish, distribute or post login information for your Member Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates.

If you provide any information that is untrue, inaccurate, not current or incomplete, or if we or any of our authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse your current or future use of the Service, as well as possibly subjecting you to criminal and civil liability.

You agree to (a) immediately notify us of any unauthorized use of your Member Account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You are liable and responsible for any unauthorized use of the Service through your Member Account. Unauthorized access to the Service is illegal and a breach of this Agreement. You agree to indemnify us against all activities conducted through your Member Account.

Giveaways

As conditions of entering into any Giveaways on the Website, Members expressly (a) consent to receive information or promotional materials from Respect the Artists, or our partners, via email or mail (unless noted otherwise), (b) represents and warrants that he/she agrees to be bound by these terms and conditions, the corresponding Official Rules, and decisions of Respect The Artists, which will be binding and final in all matters related to the Giveaway and Service, (c) releases Respect The Artists and its partners from all liability, damages, loss, or expense arising

out of, in connection with, or participation in any Giveaway, or the acceptance, use, or misuse of any Prize or the Service, (d) waives all rights to claim damages, (e) agrees that all claims, disputes, or causes of legal action connected with the Service, Giveaways, or the Prize shall be resolved in binding arbitration in the State of Virginia, and (f) agrees that any and all claims, judgements, and awards if permitted to proceed, will be limited to Members actual out-of-pocket expenses (if any), excluding attorney's fees and costs. Some jurisdictions do not allow the limitations or exclusion of liability set forth above, so some of the provisions contained in this section may not apply to every Member.

No Background Checks

We do not conduct criminal background checks on Members at this time. We also do not inquire into the backgrounds of Members to verify any of the statements of its Members. We make no representations or warranties as to the conduct of members or their compatibility with any future or current members. We reserve the right to conduct a criminal background check or screening at any time in the future using public database records or other means. We will not be liable for any damages whatsoever, direct or indirect, compensatory, special, general, consequential, and/or incidental, relating to the conduct of you or anyone else in connection with the use of our Service.

Payments and Transactions

We use third-party payment platforms including but limited to, PayPal and Stripe, to process credit and debit card transactions for your orders. You expressly understand and agree that we shall not be liable for any payments and monetary transactions that occur through your use of the Website. You expressly understand and agree that all payments and monetary transactions are handled by third parties. You agree that we shall not be liable for any issues regarding financial and monetary transactions

between you and any other party. You are responsible for all transactions (one-time, recurring, and subscriptions) processed through the Website and/or third parties. We are not liable for loss or damage from errant or invalid transactions processed due to a network communication error, or any other reason. If you process a transaction, it is your responsibility to verify that the transaction was successfully processed. You must not process stolen credit cards, or unauthorized credit cards through the Website. All sales are final. RTA Enterprises does not offer any returns or refunds of any kind on any items, or the Service offered for sale.

Monitoring and Removal of Content

We reserve the right, but have no obligation, to monitor any and all public and private postings, messages, or other content on the Service, or in connection with the Service, including but not limited to any content shared in the Respect The Artists Facebook page, or any other commenting facility. We also reserve the right, but have no obligation, to monitor any and all messages and chats that take place through the Service, or in connection with the Service. Notwithstanding our right to monitor content, we are not responsible for any offensive or obscene material(s) that may be transmitted or posted by any and all members (including unauthorized members, as well as the possibility of "hackers").

Due to the volume of content on the Service, we do not and cannot review every message, content, or other information posted or sent through the Service, or in connection with the Service. We are not responsible for any content of these messages or materials. We reserve the right, but are not obligated, to delete, move, or edit messages or materials, including without limitation advertisements, public or private postings and messages, that we, in our sole discretion, may deem to violate these terms and conditions or to be otherwise unacceptable to us in our sole discretion. Notwithstanding our right to delete, move or edit messages or materials, you shall remain solely responsible for the content of

advertisements, public postings, messages, and other materials you may upload to the Service or otherwise provide to members of the Service.

No Warranty with Respect to Members or Member Content

You are solely responsible for your interactions with other Members.

We cannot guarantee, and assume no responsibility for verifying, the accuracy of the information provided by any other Member of the Service. You hereby acknowledge and agree that we have no responsibilities or liabilities for any inaccuracies, intentional or unintentional, made by Members or as a result of out-of-date information.

Member Content

Definition. For purposes of these terms and conditions, the term “Content” includes, without limitation, information, videos, audio files, data, text, photographs, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Service, or in connection with the Service. For the purposes of this Agreement, “Content” also includes all Member Content (as defined below).

Member Content. All Content added, created, uploaded, submitted, distributed, or posted to the Service, or in connection with the Service by Members (collectively “Member Content”), whether publicly or privately transmitted, is the sole responsibility of the person who originated such Member Content. You represent that all Member Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules, and regulations. You acknowledge that all Content, including Member Content, accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Service, or in connection with the Service is or will continue to be maintained or accurate.

Notices and Restrictions. The Service may contain Content specifically provided by us, our partners or our Members and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service.

Use License. Subject to these terms and conditions, we grant each Member of the Service a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Service. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Service is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third-party right. Your license to use and access the Service and the Content is automatically revoked if you violate these terms and conditions in a manner that violates our intellectual property rights. All rights not explicitly granted to you are reserved by us.

License Grant. By submitting Member Content through the Service, you hereby do and shall grant us a worldwide, non-exclusive, revocable, royalty-free, fully paid, sublicensable and transferable right and license to access, use, adapt, convert, transcode, reproduce, distribute, display, perform, disclose, transmit, store and cache the Member Content solely to the extent necessary to provide the Service or as otherwise permitted by these terms and conditions, which license shall terminate upon the deletion or removal of any such Member Content from the Service. For clarity, the foregoing license grants to us does not affect your other ownership or license rights in your Member Content, including the right to grant additional licenses to your Member Content, unless otherwise agreed in writing. We do not claim ownership of Member Content that is transmitted, stored, processed, or linked in your Account or through the

Service. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third-party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. **You acknowledge that you have no right to privacy for information you share on the Website or its Service, or any right to privacy to information about you or your property that may be displayed on the Website. You hold us harmless for any information about you or your property displayed on the Website or its Service.**

Warranties. You hereby represent and warrant that (i) your Member Content and the availability thereof through the Service does not and will not infringe or violate the rights of any third-party, including without limitation any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information, (ii) you have obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in any Member Content in order to include their name, voice, performance or likeness in any Member Content and to publish the same on the Service, and (iii) the storage, use or transmission of any Member Content does not violate any law or these terms and conditions.

Availability of Content. We do not guarantee that any Content will be made available on the Website or through the Service. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and 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 we are concerned that you may have violated these terms and conditions), or for no reason at all and (ii) to remove or block any Content from the Service. **You acknowledge that we are not liable for Content or Member Content that may be appear on or be deleted from the Website.**

General Permissions and Restrictions for Use of the Service

We hereby grant you permission to access and use the Service as set forth in these terms and conditions, provided that: (i) You agree not to distribute in any medium any part of the Service; (ii) You agree not to alter or modify any part of the Service; (iii) You agree not to access the Service through any technology or means other than explicitly authorized means we may designate; (iv) You agree not to use the Service for any of the following commercial uses: (a) the sale of access to the Service; (b) the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or (c) the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing content delivered via the Service; (v) You agree to comply with all applicable laws, and further agree not to violate any applicable laws through use of the Service; and (vi) You agree not to violate any of the terms and conditions. **We reserve the right to discontinue any aspect of the Service or terminate your Member Account at any time for any reason.**

Code of Conduct and Further Restrictions on Use of our Service

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of the Service: (i) the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to us, subject to copyright and other intellectual property rights under the law; (ii) content is provided to you AS IS. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content for any other purposes without our prior written consent; (iii) You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or enforce limitations

on use of the Service or the content therein; (iv) You understand that when using the Service, you will be exposed to content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such content. You further agree not to (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any Member Content, that: (a) fails to comply with these terms and conditions; (b) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty; (c) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, offensive or is otherwise inappropriate as determined by us in our sole discretion; (d) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); (e) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third-party; (f) impersonates any person or entity, including any of our employees or representatives; or (g) includes anyone's identification documents or sensitive financial information.

You further shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run any form of auto-responder or "spam" on the Service; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Service; (vii) otherwise

take any action in violation of our guidelines and policies; (viii) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service (including without limitation any Applications), except to the limited extent applicable laws specifically prohibit such restriction, (ix) modify, translate, or otherwise create derivative works of any part of the Service, or (x) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

You further understand and acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, public, private, personal, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold us harmless to the fullest extent allowed by law regarding all matters related to your use of the Service.

Responsibility for Your Content and Conduct

If you chose to share your personal information, photographs, and other Content (including communications) through the Service, you understand that we do not guarantee any confidentiality with respect to any Content you submit. You shall be solely responsible for your own Content and the consequences of submitting and publishing your content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish content you submit; and you license to us all patent, trademark, trade secret, copyright or other proprietary rights in and to such content for publication on the Service pursuant to these terms and conditions. You further agree that Content you submit to the Service will not contain third-party copyrighted

material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material, or you are otherwise legally entitled to post the material and to grant us all of the license rights granted herein. We do not endorse any Content submitted to the Service by any member or other licensor, or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with Content. We do not permit copyright infringing activities and infringement of intellectual property rights on the Service, and we reserve the right to remove all Content if properly notified that such Content infringes on another's intellectual property rights without prior notice.

Termination

We may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your Member Account, you may do so by following the instructions on the Service. Any fees paid in connection with the Service are non-refundable. All provisions of these terms and conditions which by their nature should survive termination shall survive termination, including, without limitation, licenses of Member Content, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Third-Party Services

The Service may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Service. When you access third-party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such

websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we 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 the use of or reliance on any such content, information, goods or services available on or through any such website or resource.

Additional Terms

Geographic Scope

While this Website may be viewed internationally and may contain references to the Service not available in all countries, you agree that: (i) the Service shall be deemed solely based in Virginia; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Virginia. We may in our sole discretion limit, deny or create different level of access to and use of any Service (or any features within the Service) with respect to different members.

Electronic Communications

When you visit the Website, contact us through the Website, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically via e-mail or by posting notices on the Website satisfy any legal requirement that such communications be in writing.

Acceptance of Modification of Terms and Conditions

You acknowledge and agree that we may amend any terms and conditions at any time by posting the relevant amended and restated terms and conditions on the Website. By continuing to use the Service or the Website, you agree that the amended terms and conditions will apply to you. No further action will be required by us for your acceptance of the amended terms and conditions.

Proprietary Information

The Service contains information, which is proprietary to us and/or Members of the Service. We assert full copyright protection in the Service. Any information posted by us, or Members of the Service may be protected whether or not it is identified as proprietary to us or to the Member. You agree not to modify, copy or distribute any such information in any manner whatsoever without having first received the express permission of the owner of such information.

Limited License, Website Access, and Non-Commercial Use

We grant you a nonexclusive, nontransferable, revocable limited right and license to access and make personal use of the Service and the material provided hereon for your personal, noncommercial use, provided that you fully comply with the terms and conditions of use of the Service. You agree not to download (other than page caching) or modify the Service, or any portion of it.

This license does not include any rights of resale or commercial use of the Service or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data

gathering and extraction tools. The Service or any portion of the Service may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including, without limitation, images, text, page layout, or form). You may not use any metatags or any other "hidden text" utilizing our name or trade names, trademarks, or service marks. Any unauthorized use terminates the permission or license granted by us.

Service Descriptions

We attempt to be as accurate as possible when describing our Service on the Website. However, we do not warrant that service descriptions or other content of this website is accurate, complete, reliable, current, or error-free.

Copyright

All content included on the Service, including, but not limited to, text, design, graphics, logos, button icons, images, audio clips, digital downloads, interfaces, data compilations, software, and code, is our property and is protected by United States and international copyright laws. The compilation of all content on this website is our exclusive property and is protected by U.S. and international copyright laws. All software used on this website is our property or licensed to us and is protected by United States and international copyright laws. Nothing contained on the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the copyrighted works displayed or contained in the Service.

Trademarks

We own of the following registered and unregistered trademarks, service marks, trade names, graphics, logos, page headers, button icons, scripts, trade dress, or other indicia of trade origin that appear on this Website, including, without limitation, the following:

Respect The Artists / RTA



The registered and unregistered trademarks, service marks, trade names, graphics, logos, page headers, button icons, scripts, trade dress, or other indicia of trade origin may not be used in connection with any business, product, or service whose source is not ours, in any manner that is likely to cause confusion among customers, the trade, or the public, or in any manner that disparages or discredits us, our Service. All other trademarks, service marks, trade names, and logos not owned by us or its affiliates that appear on the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. Nothing contained on the Service should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trademarks, service marks, trade names, graphics, logos, page headers, button icons, scripts, trade dress, or other indicia of trade origin displayed or contained on the Website.

Patents

One or more patents apply to the Website and to the features, products, and the Service accessible via the Website. Nothing contained on the Service should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the foregoing patents, licensed patents, or the patentable inventions contained therein.

Copyright Complaints

We respect the intellectual property rights of others, and we ask our Members to do the same. The following actions may be used to deter suspicious content: (a) Removal of content upon receipt of intellectual property infringement claim against the same from intellectual property right holders; (b) Written notification to Members responsible for content subject to intellectual property infringement claim; and/or (c) Termination of Member Account in respect of intellectual property infringement claims. In appropriate circumstances and in our discretion, we may terminate the rights of any Member to use of the Website (or any part thereof) who infringes the intellectual property rights of others.

If you believe that your work has been copied in a way that constitutes copyright infringement, or if you are aware of someone so infringing on your rights, please provide the following information to the "Copyright Agent" specified below:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Website;
- Your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, and or the law; and

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You may send any notices, including notices of copyright infringement under the Digital Millennium Copyright Act to our designated agent for notice of claims of copyright infringement on the Website at the following addresses:

RTA Enterprises LLC
PO Box 374
Henrico, VA 23075

Please note that this procedure is exclusively for notifying us that your copyrighted materials have been infringed.

All intellectual property infringement claims shall be made under penalty of perjury. Intellectual property right holders agree to indemnify and hold us harmless from all claims, causes of action, damages and judgments arising out of any removal of product listings pursuant to intellectual property infringement claims.

THIS POLICY IS INTENDED TO COMPLY FULLY WITH THE REQUIREMENTS OF THE ONLINE COPYRIGHT INFRINGEMENT LIABILITY LIMITATION ACT

Disclaimer of Warranties and Limitation of Liability

The Website is provided by us on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of the Website or the information,

content, materials, or products included on the Website. You expressly agree that your use of the Website is at your sole risk.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WEBSITE, ITS SERVICE, ITS SERVERS, OR E-MAIL SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THE USE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. YOU AGREE THAT OUR MAXIMUM LIABILITY TO YOU FOR BREACH OF THIS AGREEMENT, OR FOR ANY OTHER REASON, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF FEES YOU HAVE PAID FOR USE OF THE SERVICE, IF ANY.

AS SET FORTH ABOVE, WE ARE NOT LIABLE FOR INFORMATION OR ANY MEMBER INTERACTIONS, INCLUDING BUT NOT LIMITED TO, THE LEAK OR DISSEMINATION OF ANY PRIVATE INFORMATION OR CONFIDENTIAL FILES, MEMBER RECORDINGS, ANY CONTENT SHARED THROUGH SCREEN SHARING TECHNOLOGY (OR THROUGH ANY OTHER MEANS), OR ANY HARM CAUSED BY THE RECEIPT, DELIVERY, OR USE OF INFORMATION OR MALICIOUS FILES.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Governing Law

This Service was developed in the United States of America in accordance with and shall be governed by the laws of the State of Virginia, United States of America. By using the Service, you agree that the laws of the State of Virginia, without regard to principles of conflict of laws, will govern these terms and conditions of use, and any dispute of any sort that might arise between you and us.

Disputes

These terms and conditions and all matters arising out of or otherwise relating to these terms and conditions shall be governed by the laws in effect in the State of Virginia, without regard to its conflict of law provisions. You agree that any and all controversies, disputes or claims arising out of your use of the Website, the Service, or these terms and conditions shall be exclusively governed and decided by binding arbitration under the Federal Arbitration Act in conformity with the Rules and Procedures as established by the American Arbitration Association. The determination of the arbitrator shall be final and binding (except to the extent there exist grounds for vacation of an award under applicable arbitration statutes). The arbitration shall be presided over by a single impartial independent arbitrator appointed by the AAA. The parties agree that the issue of arbitrability shall also be decided by such arbitrator. Each party shall bear its own costs in any arbitration. The arbitration provision contained herein shall be self-executing and shall remain in full force after expiration or termination of this Agreement. The place of arbitration shall be Henrico County, Virginia.

YOU WAIVE ANY RIGHT TO LITIGATE SUCH CONTROVERSIES, DISPUTES, OR CLAIMS IN A COURT OF LAW, AND WAIVE THE RIGHT TO TRIAL BY JURY. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY AND ALL DISPUTES OVER THE VALIDITY AND ARBITRABILITY OF ANY PART OF THIS AGREEMENT, AND ANY AWARD BY THE ARBITRATOR MAY BE ENTERED AS A JUDGMENT IN

ANY COURT HAVING JURISDICTION. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY JOINING OUR WEBSITE OR CREATING A FREE PROFILE YOU SPECIFICALLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION OR CLAIM OR COLLECTIVE ACTION OR CLAIM YOU MAY HAVE AGAINST US, INCLUDING, BUT NOT LIMITED TO, ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATION OR JOINING ANY CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT OR ANY OTHER PROCEEDING. YOU AGREE THAT ALL CLAIMS BETWEEN YOU AND US WILL BE LITIGATED INDIVIDUALLY AND THAT YOU WILL NOT CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY SUCH CLAIM. IF AT ANY TIME YOU ARE DEEMED A MEMBER OF ANY CLASS CREATED BY ANY COURT OR IN ANY OTHER PROCEEDING, YOU SHALL "OPT OUT" OF SUCH CLASS AT THE FIRST OPPORTUNITY AND SHOULD ANY THIRD-PARTY PURSUE ANY CLAIMS ON YOU'RE BEHALF YOU SHALL WAIVE YOUR RIGHTS TO ANY SUCH MONETARY RECOVERY.

Severability, Waiver, Assignment, and Merger

If any of these terms or conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severed and will not affect the validity and enforceability of any remaining condition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to enforce any right or failure to act with respect to any breach by you under the terms and conditions will not constitute a waiver of that right nor a waiver of our right to act with respect to subsequent or similar breaches. We shall have the right to assign the terms and conditions (including all of our rights, titles, benefits, interests, and obligations and duties in the terms and conditions to any person or entity. You may not assign, in whole or part, the terms and conditions to any person or entity. This constitutes the entire agreement between you and us and governs your use of the Website and

the Service, superseding any prior written or oral agreements in relation to the same subject matter herein.

Third Notice as to Modification

We reserve the right, in our sole discretion, to change, modify, add to, or remove portions of the Website, Service, and the terms and conditions at any time. You should check these terms and conditions periodically for changes. By using the Website after we post any changes to the terms and conditions, you agree to accept those changes, regardless of whether you have reviewed them. If you do not agree to these terms and conditions, you should not use the Website and, if applicable, you should arrange to cancel your member account with us.