

User Terms of Use Agreement

Jacked Arts, LLC

Effective Date: October 15, 2007

1. Acceptance of Terms

Welcome to the Jacked Arts, LLC ("Jacked Arts") website, which is located at JackedArts.com (the "Website"). This Terms of Use ("TOU") contain the terms and conditions that govern your use of the Website. This TOU describes your rights and responsibilities and what you can expect from the Website. Use of the Website as a "Visitor" or registered "Member constitutes your acceptance of and agreement to this TOU.

2. Term

This Agreement shall remain in full force and effect while you use the Website or are a Member. You may terminate your Membership at any time, for any reason. Jacked Arts may terminate your Membership at any time, without warning and for any reason. Even after Membership is terminated, this Agreement shall remain in full force and effect.

3. Changes to our policy

Jacked Arts reserves the right to add, delete and/or modify any of the terms and conditions contained in this TOU, at any time and in its sole discretion, by posting a change notice or a new agreement on the Website. In the event of substantive changes to this TOU, you may be notified by email. If any modification is unacceptable to you, your only recourse is to not use the Website. Your continued use of the Website following posting of a change notice or new TOU on the Website will constitute binding acceptance of the changes.

4. Description of Website

Jacked Arts provides access to collections of works of art (WOA) posted by Jacked Arts and its employees and by an online community of people who may not only create and post content, but read, view, comment on, share, and purchase WOA which may be accessed via the Website. As a user of the Website you understand that the Website may also include advertisements and communications from Jacked Arts that you may not be able to opt out of. Any new features that enhance the Website shall be subject to the TOU unless explicitly stated otherwise. You understand and agree that the Website is provided "as is" and that Jacked Arts assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications, posts, and content. You are responsible for obtaining access to the Website. Jacked Arts is concerned about the safety and privacy of all its users, particularly children. *You must be at least 16 years of age to access and view the Website. In addition, please be aware that you must be at least 18 years of age to access any adult or mature content.*

5. Eligibility

Use of and Membership in the Website is void where prohibited by law. By using the Website, you represent and warrant that (a) all registration information you submit is truthful and maintained to be accurate; (b) you are at least 16 years of age; and (c) your use of the Website does not violate any applicable law or regulation. Your profile may be deleted and your Membership privileges may be terminated without warning, if we believe that you are less than 16 years of age or have made any material misrepresentation.

To use the Website as a registered Member, you are responsible for maintaining the confidentiality of and will not disclose to any third party your login credentials. You agree not to use the account or login credentials of another Member at any time. You agree to notify Jacked Arts immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

6. Privacy Policy

Personal and other information about you is subject to our Privacy Policy. As a condition of using the Website you agree to the terms of the Privacy Policy as it may be changed from time to time. For more information please see our Privacy Policy posted on the Website.

7. Content

You understand that all information, data, text, comments, software, music, sound, photographs, graphics, video, messages and/or other materials ("Content"), whether publicly posted or privately transmitted via the Website, are the sole responsibility of the person from which such Content originated. This means that you, and not Jacked Arts, are entirely responsible for all Content that you upload, post, broadcast, display, email, transmit or otherwise make available via the Website. Jacked Arts does not control the Content posted via the Website and, as such, does not guarantee the accuracy, integrity or quality of such Content. You affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Jacked Arts to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Content to enable inclusion and use of the Content in the manner contemplated by the Website and the TOU; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Content in the manner contemplated by the Website and the TOU.

Jacked Arts does not claim ownership of Content you submit or make available for inclusion on the Website. However, with respect to such Content, you grant Jacked Arts a world-wide, royalty free, perpetual, unlimited, and non-exclusive license(s) to use, store, transmit, distribute, reproduce, modify, adapt, create derivative works, publicly perform and publicly display such Content via the Website or on any other Jacked Arts property. Jacked Arts reserves the right to syndicate the Content submitted, posted, and/or displayed by you and to use that Content in connection with other services offered by Jacked Arts. You also hereby grant each user of the Website a non-exclusive license to access your Content through the Website, and to

use, reproduce, distribute, prepare derivative works of, display and perform such Content as permitted through the functionality of the Website and under the TOU. The foregoing license granted by you terminates once you remove or delete Content from the Website.

You understand that by using the Website, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Jacked Arts be liable in any way for any Content, including, but not limited to, for any 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 Website. *You also agree that, if you post Content containing adult themed material that is not suitable for minors, you will mark the Content as such. If your posted Content contains material that is adult themed and you do not mark it appropriately, Jacked Arts shall have the right to terminate your access. Pornography and sexually explicit images and video are not permitted on Jacked Arts.*

You acknowledge that Jacked Arts may or may not pre-screen Content, but that Jacked Arts and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, remove or move any Content that is available via the Website. Without limiting the foregoing, Jacked Arts and its designees shall have the right to remove any Content that violates the TOU 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 Jacked Arts or submitted to the Website.

You acknowledge, consent and agree that Jacked Arts may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Jacked Arts, its users and the public.

Jacked Arts also restricts the posting of overtly commercial articles on or via the Website. Overtly commercial articles is content the primary purpose of which is to sell a product or services or induces users to enroll in a promotional or money-making enterprise that may or may not be legitimate in nature. Jacked Arts reserves the right to review and remove any overtly commercial articles, at its sole discretion. Articles must provide legitimate informational and/or entertainment value for the community. Commercial videos are permitted if you own the copyright to the commercial and if the content otherwise falls within the Terms of Use. For those seeking to promote legitimate commercial offers to the Jacked Arts community, please contact us at contact-us.jackedarts.com.

8. Use of Content

The Website is for the personal use of individual users only and may not be used in connection with any commercial endeavors except when endorsed and expressly approved by Jacked Arts. Illegal and/or unauthorized use of the Website or its Content, including collecting names and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles without notice

and may result in termination of Membership. Unauthorized framing of or linking to the Web site will be investigated, and appropriate legal action will be taken, including, without limitation, civil, criminal and injunctive redress.

You agree not to reproduce, duplicate, copy, modify, translate, sell, trade, resell, exploit, publish, broadcast, perform, display, or make any confusingly similar variant any portion of the Website or Content, in whole or in part, that you do not own without the express consent of Jacked Arts and the Content's owner(s).

9. Content Storage

You acknowledge and agree that Jacked Arts may establish limits concerning the use of the Website, including but not limited to the number of days Content will be retained by the Website. You agree that Jacked Arts has no responsibility or liability for the deletion or failure to store any Content transmitted by you to the Website.

10. Appropriate Conduct and User Disputes

Please read the following section carefully, as it governs your conduct while using the Website, and by using the Website, you agree to be bound by these terms.

Appropriate Conduct. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences thereof. You agree to use the Website only to post comments and material that are legal and proper. By way of example, and not as a limitation, you agree that when using the Website, you will not:

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- post Content that is patently offensive and promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual;
- engage in personal attacks of any kind against any member of the community;
- post any inappropriate, defamatory, infringing, obscene, libelous or unlawful Content;
- post any Content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party (the "Rights"), unless you are the owner of the Rights or have the written permission of the owner to post such Content;
- post pornography or sexually explicit images or videos
- post messages that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, junk mail, spam, or any other form of solicitation;
- engage in inappropriate or excessive flagging or rating of Content;
- engage in fraudulent or inappropriate behavior of any kind;
- download any file posted by another user that you know, or reasonably should know cannot be legally distributed in such manner;
- impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is posted;
- use or create inappropriate usernames;

- restrict or inhibit any other user from using and enjoying the Website;
- use the Website for any illegal or unauthorized purpose including but not limited to distributing spam;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Website;
- interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website or collect information about users for any unauthorized purpose;
- interfere with, disrupt or create an undue burden on the Website or the networks or services connected to the Website;
- submit Content that falsely expresses or implies that such Content is sponsored or endorsed by Jacked Arts;
- create user profiles by automated means or under false or fraudulent pretenses;
- promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual;
- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature; or
- engage in "ad slamming" of any nature, including the repeated clicking on advertisements to increase potential earnings to you, to increase potential costs to an advertiser, or for any reason other than viewing an advertisements as a potential consumer.

While Jacked Arts prohibits the conduct and Content described above in connection with the Website, you understand and agree that you nonetheless may be exposed to such conduct and/or Content and that you use the Website at your own risk.

Member Disputes. You are solely responsible for your interactions with other Website users. As a user, you are expected to tolerate viewpoints and perspectives with which you may not agree. Jacked Arts is not obligated to arbitrate, or resolve in any manner, disputes that arise between users. Jacked Arts reserves the right but has no obligation, to monitor disputes between you and other users, and to take any action, in Jacked Art's sole discretion, that may be appropriate under the circumstances. Such actions may include, but are not limited to the suspension or termination of user access and the removal of inappropriate content.

If you encounter behavior that you think violates the TOU or Guidelines, you can report the incident to Jacked Arts by sending us a message at contact-us@jackedarts.com. Please state the reasons for your concern and provide a link to the behavior in question.

If the behavior is determined to be inappropriate, then its associated Content may be removed from the Website and the author is notified. All such determinations may be made at Jacked Art's sole discretion. Jacked Arts may allow the author to modify or change their behavior so that it is compliant with the TOU, and, assuming that it is, it may be subsequently released on the Website.

11. International Use

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 data exported from the United States or the country in which you reside.

12. Dealings with Third Parties

Your correspondence or business dealings with, or participation in promotions of third parties, such as advertisers and merchants found on or through the Website, 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 party. You agree that Jacked Arts 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 third parties on the Website.

13. Linking

This site contains links to websites operated by other businesses. Jacked Arts, LLC does not control these other sites and isn't responsible for their content. We don't necessarily endorse the linked sites or have any association with the operators of those sites.

14. Website Modifications

Jacked Arts reserves the right at any time to modify or discontinue the Website without notice. You agree that Jacked Arts shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Website.

15. Indemnity

You agree to indemnify and hold Jacked Arts, and its subsidiaries, affiliates, officers, directors, 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 your use of the Website, your connection to the Website, your violation of the TOU, or arising out of Content you submit, post, transmit or make available through the Website, or your violation of any rights of another.

16. Disclaimer

Jacked Arts is not responsible for any incorrect or inaccurate Content posted on the Website whether caused by users of the Website or by any of the equipment or programming associated with or utilized in the Website. Jacked Arts Member profiles may contain links to other websites. Jacked Arts is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by Jacked Arts.

Jacked Arts takes no responsibility for third party advertisements which are posted on this Website nor does it take any responsibility for the goods or services provided by its advertisers. Jacked Arts is not responsible for the conduct, online or offline, of

any user of the Website. Jacked Arts assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user or Member communication. Jacked Arts is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on the Website or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the Website. Under no circumstances shall Jacked Arts be responsible for any loss or damage, including personal injury or death, resulting from use of the Website, attendance at a Jacked Arts event, from any Content posted on or through the Website, or from the conduct of any users of the Website, whether online or offline. The Website is provided "AS-IS" and as available and Jacked Arts expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Jacked Arts cannot guarantee and does not promise any specific results from use of the Website.

17. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND THE CONTENT, AND ANY GOODS PROCURED VIA THE WEBSITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. JACKED ARTS 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. JACKED ARTS MAKES NO WARRANTY THAT (i) THE WEBSITE OR CONTENT WILL MEET YOUR REQUIREMENTS; (ii) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED, INCLUDING BUT NOT LIMITED TO ANY CONTENT, OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND 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 JACKED ARTS OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOU.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT JACKED ARTS SHALL NOT BE LIABLE TO YOU 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 JACKED ARTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE

WEBSITE; (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 WEBSITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, ADVERTISERS OR MERCHANTS ON THE WEBSITE; OR (v) ANY OTHER MATTER RELATING TO THE WEBSITE.

18. Jurisdiction

The courts in New Jersey will have exclusive jurisdiction in all disputes relating to the use of the Website, and the ordering of goods and services.

19. Choice of Law

These terms and conditions will be governed and construed in accordance with New Jersey law.

20. Statute of Limitations

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 Website or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.