

THE NOTICE NETWORKS, LLC | WEBSITE TERMS OF USE

Last Modified And Effective Date: January 28, 2015

Acceptance of The Terms of Use

Welcome to one website of the family of four websites wholly operated and owned by The Notice Networks, LLC (the “**Company**”, “**we**”, “**our**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the “**Terms of Use**” or “**Agreement**”), govern your (“**your**”, “**you**” or the “**End User**”) access to and use of WWW.THEFINESTINFITNESS.COM, including any services, features, content, functionality, links or applications offered by WWW.THEFINESTINFITNESS.COM (the “**Website**” or “**Site**”).

Please read the Terms of Use carefully before you begin to use the Website. By using the Website in any manner, including, without limitation, visiting or browsing the Site or subscribing to receive our email newsletter, you accept and agree to be bound and abide by the Terms of Use, Our Privacy Policy, found at WWW.THEFINESTINFITNESS.COM, and all other operating rules, policies and procedures incorporated herein by reference. If you do not agree to the Terms of Use and Privacy Policy, you must immediately discontinue accessing or using the Website.

The Website provides a snapshot into the lives of some of the top influencers and rising stars in their respective industries (“**Contributor**” or “**Influencer**”), each of whom is individually profiled as “People You Should Know” on the Site’s home page. Dig deeper by clicking on each of the influencer’s image thumbnail, and the Website’s home page will hyperlink you to an internal profile page that provides you biographical information concerning each influencer, including external links to their personal websites and/or social media profiles that we neither own nor operate. The Website additionally hosts “Featured” content on the home page, consisting of, but not limited to, advertisements, sponsor materials, industry-specific upcoming events, promotions, products, venues and brands, each of which directly hyperlinks to third-party websites and platforms that we neither own nor operate. By using this Website, you represent and warrant that:

- You are of legal age to form a binding contract with the Company;
- You are at least 18 years of age;
- If you are not at least 18 years of age, you are at least 13 years of age, and your parent or legal guardian has provided you consent to access and use the Website;
and
- Any and all information submitted to the Site, including, without limitation, your email address, is accurate, complete and updated regularly, and it is your personal information or the information of another individual from whom you have obtained all of the necessary permission to use it.

If you are under 13 years of age, you may not, under any circumstances or for any reason, access or use the Website. Further, if you do not meet all of the foregoing eligibility requirements, you

must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately upon us placing a conspicuous notification concerning the update on the Website's home page, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use and a conspicuous notification on the home page concerning any revisions means that you accept and agree to the changes. You are expected to check this page each time you access this Website so that you are aware of any changes, as they are binding on you.

Accessing the Website and Personal Information Security

You acknowledge that there may be interruptions in your access and use of the Website for reasons beyond our control. While we make reasonable efforts to maintain Site accessibility, the Website may be unavailable from time to time for any reason, including, without limitation, routine maintenance. We reserve the right to withdraw or amend this Website, and deny access or service to any end user, without prior notice to you, at any time and for any reason. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Site through your Internet connection are aware of the Terms of Use and comply with them.

To gain access to some of the resources the Website offers, including, without limitation, our email newsletter, you may be asked to provide us your email address or other personal information ("**Registration Information**"). As a condition of your use of this Site, you must submit Registration Information that is accurate, complete and updated regularly. You represent and warrant that the Registration Information you provide us is solely owned and controlled by you or that you have secured any and all rights, releases and permissions from third parties necessary for your use of such information. You agree and understand that any Registration Information we receive from you is governed by our Privacy Policy <http://thefinestinfitness.com/PrivacyPolicy.pdf/>, and you consent to all actions we take with respect to your Registration Information consistent with our Privacy Policy.

You agree to notify us immediately of any unauthorized access to or use of your Registration Information. We maintain the right to expunge from the Website's database your Registration Information at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

For purposes of these Terms of Use, the term "**Content**" includes, without limitation, all information, articles, written posts, text, photographs, images, illustrations, video and audio, software, scripts, graphics, data, displays, interactive features, selection and arrangement thereof

generated, provided, or otherwise made accessible on or through the Website.

All Content published or otherwise made available on or through the Website is owned by the Company and/or its licensors and is protected by the United States and international copyright and trademark laws, and all other applicable intellectual property laws or proprietary rights. We grant the end user a worldwide, non-exclusive, non-sublicensable and non-transferable license to access and use (i.e., to download and display locally) the Website and its Content solely for your personal, non-commercial use and consumption only. You agree to comply with all additional intellectual property notices or restrictions contained in any Content accessed on or through the Website. You may not reproduce, distribute, modify or alter, create derivative works of, participate in the transfer or sale of, publicly display, publicly perform, republish, download, store, transmit, or in any way exploit any of the Content on or supporting the Website (including software) in whole or in part, except as follows:

- Your computer may temporarily store copies of such Content in RAM incidental to your accessing and viewing those materials.
- You may store Content that is automatically cached by your Web browser.
- Subject to the conditions provided herein, you may copy, distribute and/or share links to any Content that resides on the Website for your non-commercial use, provided that any such link is accompanied by proper attribution back to the Website as the source of such Content. In doing so, you may not alter, modify, use or otherwise exploit such Content in any way that violates any third party right or these Terms of Use.

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Trademarks

The Company name and its logo, The Website's "The Finest In Fitness" logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners. You are prohibited from using such marks without the prior written permission of the Company and all other respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree to not use the Website or any Content published or otherwise made available through

the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate material or information, asking for personally identifiable information or otherwise.
- In any way that violates or infringes the rights of others, including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights set out in these Terms of Use.
- In any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortuous or invasive of another's privacy.
- To victimize, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
- To transmit, or procure the sending of, any advertising or promotional material, without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate or otherwise misrepresent your affiliation with the Company, a Company employee, our affiliates or licensors, our Site Contributors or Influencers, advertisers or sponsors, another end user or any other person or entity, including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing.
- To engage in any other conduct, as determined by us, that restricts or inhibits anyone's use or enjoyment of the Website, or which may harm the Company or users of the Website or expose them to liability.

Additionally, you agree to not:

- Use the Website in any manner that could disable, overburden, damage, or impair the Site or interfere with any other end user's access and use of the Website, including their ability to engage in real-time activities through the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Use any robot, spider, webcrawler or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working

of the Website.

- Introduce any malware, computer viruses, worms, trojan horses, ransomware, spyware, adware, scareware, logic bombs or other software or material which is malicious or technologically harmful to the Website, the server on which the Website is stored, any server, computer or database connected to the Website, or any computer or server owned and operated by any end user of the Website.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, any server, computer or database connected to the Website, or any computer or server owned and operated by any end user of the Website.
- Otherwise attempt to interfere with the proper working of the Website.

Monitoring and Enforcement; Termination

We reserve the right to:

- Take appropriate legal action against any end user, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of any end user who has provided Registration Information or other information through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSORS, LICENSEES, ADVERTISERS/SPONSORS AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Copyright Infringement

If you believe that any Contributor's or Influencer's Content violates a copyright, please see our Copyright Policy below for instructions on sending us a notice of copyright infringement. It is the policy of the Company to temporarily remove all purported infringing Content while we investigate a claim of infringement, and permanently remove all Content that we determine infringes another party's rights.

Copyright Policy

Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any Content accessible on or from this Site infringes a copyright, you may request removal of that Content from the Website by submitting written notification to our Copyright Agent (designated below). In

accordance with the **Online Copyright Infringement Liability Limitation Act** of the **Digital Millennium Copyright Act** (17 U.S.C. § 512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted works you believe to have been infringed or, if the claim involves multiple copyrighted works, a representative list of such works.
- Identification of the Content you believe to be infringing in a sufficiently precise manner to allow us to locate that Content.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, email address).
- A statement that you maintain a good faith belief that the copyright owner, its agent or the law has not authorized the use of the copyrighted work(s).
- A statement that the information in the DMCA Notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner of a protected work that has been allegedly infringed.

Our designated Copyright Agent to receive DMCA Notices is:

Mr. Michael O’Neill
10835 NW 72nd Place
Parkland, FL 33076
(305) 979-6965
info@thenoticenetworks.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing a copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

Reliance on Information Posted

The information and Content presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this Content. Any reliance you place on such Content is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such Content by you or any other visitor to the Website, or by anyone who may be informed of any of the Content.

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provided by any third parties.

Changes to the Website

We may update the Content on this Website from time to time, but the Content presented on or through the Website is not in all instances complete or up-to-date. Any of the Content presented on or through the Website may be out of date at any given time, and we are under no obligation to update such Content.

Information About You and Your Visits to the Website

All information we collect on this Website, including, without limitation, end user Registration Information, information automatically collected for web analytics purposes, and any other personal information, is subject to our Privacy Policy <http://thefinestinfitness.com/PrivacyPolicy.pdf>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may link to our Content for your non-commercial use, provided you do so in a way that is reasonably fair and legal and does not damage the Company's or its licensors', licensees', advertisers' or sponsors' reputation or in any way exploit it. You further agree that you will accompany any such link with proper attribution back to the Website as the source of such Content. You are prohibited from establishing a link in such a way as to suggest any form of association, approval or endorsement on the Company's or its licensors', licensees', advertisers' or sponsors' part without our express written consent.

Certain features of the Website allow you to share Content with others, including, but not limited to, through certain social media networks or email service providers (“**Third Party Platforms**”). When Content is authorized for sharing in such a fashion, we will clearly identify the Content by providing a “share” button on or near it. If you share Content from the Website with others through your accounts with such Third Party Platforms, you authorize the Company to share that Content with the applicable Third Party Platform. Please review the terms and conditions and policies of any Third Party Platform you share Content with or through for additional information about how they may use your personal information. These Third Party Platforms are not under our control, and you acknowledge that neither the Company nor its licensors, advertisers and sponsors are responsible or liable for the content, functions, accuracy, legalities, appropriateness or any other aspect of such Platforms. The inclusion of any such share button does not imply the Company's or its licensors', advertisers' or sponsors' endorsement of or any association with the Third Party Platforms. You further acknowledge and agree that neither the Company nor its licensors, licensees, advertisers or sponsors shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your access or use of or reliance on any Third Party Platform.

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Links from the Website

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Disclaimer of Warranties

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY OR ITS LICENSORS, LICENSEES, ADVERTISERS, SPONSORS, OR ANY PERSON ASSOCIATED WITH THE COMPANY, SERVICE PROVIDERS, EMPLOYEES, AGENTS OR OFFICERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR CONTENT OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its licensors, licensees, advertisers, sponsors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, licensees, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your use of the Website's services or Content, other than as expressly authorized in these Terms of Use.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the City of New York and County of New York, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such

courts.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy <http://thefinestinfitness.com/PrivacyPolicy.pdf> constitute the sole and entire agreement between you and The Notice Networks, LLC with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

All comments, concerns, feedback, inquiries, requests for technical support and other communications relating to the Website should be directed to: **info@thenoticenetworks.com**.

Thank you for visiting the Website.