

## iGr00ps Terms of Service

By using the iGr00ps.com web site (“Service”), or any services of iGr00p-Sites LLC (“iGr00ps”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

iGr00ps reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service.

Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service located at: [:http://www.igroops.com/tandc.html](http://www.igroops.com/tandc.html)

**Violation of any of the terms below may result in the termination of your Account. You agree to use the Service at your own risk.**

1. Eligibility. Use of and Membership in the Company Services is void where prohibited. By using the Company Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 14 years of age or older; and (d) your use of the Company Services does not violate any applicable law or regulation. Your profile may be deleted and your Membership may be terminated without warning, if we believe that you are under 14 years of age. Term. This Agreement shall remain in full force and effect while you use the Company Services or are a Member. You may terminate your Membership at any time, for any reason, by following the instructions on the Member's Account Settings page. iGr00p-Sites, LLC may terminate your Membership at any time, without warning. Even after Membership is terminated, this entire Agreement will remain in effect in perpetuity, including ANY sections related to Fees. You acknowledge that iGr00p-Sites, LLC reserves the right to charge for the Company Services and to

change its fees from time to time in its discretion. If iGrOOp-Sites, LLC terminates your Membership because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of subscription fees.

2. Password. When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify iGrOOp-Sites, LLC 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. Illegal Use by Members. Illegal and/or unauthorized use of the Company Services, including collecting usernames 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 Social 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 privileges. Appropriate legal action will be taken for any illegal or unauthorized use of the Company Services.

### **Proprietary Rights in Content on iGrOOp-Sites, LLC.**

1. iGrOOp-Sites, LLC does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you post to the Company Services. After posting your Content to the Company Services, you continue to retain all ownership rights in such Content, and you continue to have the right to use your Content in any way you choose. By displaying or publishing ("posting") any Content on or through the Company Services, you hereby grant to iGrOOp-Sites, LLC a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content solely on and through the Company Services. Without this license, iGrOOp-Sites, LLC would be unable to provide the Company Services. For example, without the right to modify Member Content, iGrOOp-Sites, LLC would not be able to digitally compress music files that Members submit or otherwise format Content to satisfy technical requirements, and without the right to publicly perform Member Content, iGrOOp-Sites, LLC could not allow Users to listen to music posted by Members. The license you grant to iGrOOp-Sites, LLC is non-exclusive (meaning you are free to license your Content to anyone else in addition to iGrOOp-Sites, LLC ), fully-paid and royalty-free (meaning that iGrOOp-Sites, LLC is not required to pay you for the use on the Company Services of the Content that you post), sublicensable (so that iGrOOp-Sites, LLC is able to use its affiliates and subcontractors such as Internet content delivery networks to provide the Company Services), and worldwide (because the Internet and the Company Services are global in reach). This license will terminate at the time you remove your Content from the Company Services. The license does not grant iGrOOp-Sites, LLC the right to sell your Content, nor does the license grant iGrOOp-Sites, LLC the right to distribute your Content outside of the Company Services.

2. You represent and warrant that: (i) you own the Content posted by you on or through the Company Services or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your Content on or through the Company Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content posted by you to or through the Company Services.
3. The Company Services contain Content of iGrOOp-Sites, LLC ("iGrOOp-Sites, LLC Content"). iGrOOp-Sites, LLC Content is protected by copyright, trademark, patent, trade secret and other laws, and iGrOOp-Sites, LLC owns and retains all rights in the iGrOOp-Sites, LLC Content and the Company Services. iGrOOp-Sites, LLC hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the iGrOOp-Sites, LLC Content (excluding any software code) solely for your personal use in connection with viewing the Social Website and using the Company Services.
4. The Company Services contain Content of Users and other iGrOOp-Sites, LLC licensors. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the Company Services.
5. You are strictly PROHIBITED to resell iGr00ps.com sites or any of its content in any shape or form. (i.e.) Create a business that offers services to custom design web pages there by creating a new site with igroops.com, claiming it to be yours but distributing this site for a price to another customer, thereby creating multiple accounts then billing a separate charge for each site.
6. You may write to iGr00ps.com to be considered for our reseller program. Under this program you are bound by separate terms and conditions to be able to reproduce multiple sites iGr00ps in this way.

### **Content Posted:**

1. iGrOOp-Sites, LLC may delete any Content that in the sole judgment of iGrOOp-Sites, LLC violates this Agreement or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any person. iGrOOp-Sites, LLC assumes no responsibility for monitoring the Company Services for inappropriate Content or conduct. If at any time iGrOOp-Sites, LLC chooses, in its sole discretion, to monitor the Company Services, iGrOOp-Sites, LLC nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.
2. You are solely responsible for the Content that you post on or through any of the Company Services, and any material or information that you transmit to other Members and for your interactions with other Users. iGrOOp-Sites, LLC does not endorse and has no control over the Content. Content is not necessarily reviewed by iGrOOp-Sites, LLC prior to posting

and does not necessarily reflect the opinions or policies of iGrOOp-Sites, LLC . iGrOOp-Sites, LLC makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit to other Members.

3. iGrOOp-Sites, LLC has the right to make regular changes and updates to the website. This may include but is not limited to bug fixes, new applications, rewording of text, the removal of features and/or services, and/or the addition of content in the form of tools, links, or graphical content. These changes are done remotely and often without notice.

### Payment, Refunds, Upgrading and Downgrading Terms

1. Any plan may be paid for by another authorized card holder PROVIDED the card holder has given your account authorization to billed.
2. All fees and charges incurred in connection with your iGr00ps account will be billed to the credit card designated during the registration process for the Account or subsequently designated by you to iGr00ps. If you want to designate a different card or there is a change in credit card validity or expiration date, or if you believe someone has accessed the Site using your username and password without your authorization, you may change your card details by contacting Accounting at 978-440-9300 Ext. 2.
3. All monthly plans will continue and renew automatically, unless properly cancelled.
4. If you initially sign up for a plan which includes a free or discounted trial period, and you don't cancel that account before the stated trial period expires, you will be billed monthly for the full price of the plan starting on the day the trial period ends.
5. If you cancel prior to the processing of your first invoice following the trial period, you will not be charged.
6. An upgrade to any plan from an Account in a trial period will end your trial immediately.
7. You will be billed for your first month immediately upon upgrading.
8. The Service is billed in advance on a monthly basis and is non-refundable.
9. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account.
10. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
11. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle.
12. An upgrade to any higher priced plan will immediately bill you during current billing cycle.

13. If a plan downgrade causes a credit to your account, this credit will be used toward your next billing(s).
14. If you have been billed and are due a credit these credits shall apply to your account on the next billing(s).
15. This credit will not be refunded. Downgrading your Service may cause the loss of features or capacity of your Account and iGr00ps does not accept any responsibility for any loss incurred as a result.
16. If you own a Multi-Site account you may have a maximum of 100 sites, every site thereafter shall be bill at \$15.00 per site.
17. If you own a Single site, you may own ONE site. You may however purchase additional sites at \$49.00 per site or elect to go with a Multi-Site package at \$149.00

### **Cancellation and Termination (Read Carefully)**

1. You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time by logging into your account as the administrator, then choose "Cancel iGr00p" option or you may have to use your mouse to hover over the "Package" link, then click on the "Cancel / Suspend iGr00p" option.
2. All of your Content may be immediately deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.
3. You may opt to have your account archived in which case the data will be preserved but the site will remain inactive.
4. If you cancel the Service before your billing cycle of your current paid up month, your cancellation will take effect immediately and you will not be charged again on the following month.
5. iGr00ps and its agents, in its sole discretion, has the absolute right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other iGr00ps service, for any reason at any time. Such termination of the Service will or may result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. iGr00ps reserves the right to refuse service to anyone for any reason at any time.

### **Content/Activity Prohibited:**

The following is a partial list of the kind of Content that is illegal or prohibited to post on or through the Company Services. iGr00p-Sites, LLC reserves the right to investigate and take appropriate legal action against anyone who, in iGr00p-Sites, LLC 's sole discretion, violates this provision, including without limitation, removing the offending communication from the Company Services and terminating the Membership of such

violators. Prohibited Content includes, but is not limited to Content that, in the sole discretion of iGrOOp-Sites, LLC :

1. is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
2. harasses or advocates harassment of another person;
3. exploits people in a sexual or violent manner;
4. contains nudity, violence, or offensive subject matter or contains a link to an adult website;
5. solicits personal information from anyone under 18;
6. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
7. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
8. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
9. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
10. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
11. solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
12. involves inappropriate commercial activities and/or sales such as misleading contests, sweepstakes, faulty advertising, or pyramid schemes;
13. includes a photograph of another person that you have posted without that person's consent; or for band and filmmaker profiles, uses sexually suggestive imagery or any other unfair, misleading or deceptive Content intended to draw traffic to the profile.
14. The following is a partial list of the kind of activity that is illegal or prohibited on the Social Website and through your use of the Company Services. iGrOOp-Sites, LLC reserves the right to investigate and take appropriate legal action against anyone who, in iGrOOp-Sites, LLC 's sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to: criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets; advertising to, or solicitation of, any Member to buy or sell any products or services through the Company Services.
15. You may not transmit any chain letters or junk email to other Members. It is also a violation of these rules to use any information obtained from the Company Services in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Members from such advertising or solicitation, iGrOOp-Sites, LLC reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which iGrOOp-Sites, LLC deems appropriate in its sole discretion.

16. If you breach this Agreement and send unsolicited bulk email, instant messages or other unsolicited communications of any kind through the Company Services, you acknowledge that you will have caused substantial harm to iGrOOp-Sites, LLC , but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay iGrOOp-Sites, LLC \$50 for each such unsolicited email or other unsolicited communication you send through the Company Services;
17. any automated use of the system, such as using scripts to add friends or send comments or messages;
18. interfering with, disrupting, or creating an undue burden on the Company Services or the networks or services connected to the Company Services;
19. attempting to impersonate another Member or person;
20. using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;
21. selling or otherwise transferring your profile;
22. using any information obtained from the Company Services in order to harass, abuse, or harm another person; or
23. using the Company Services in a manner inconsistent with any and all applicable laws and regulations.

### **Copyright Policy:**

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of iGrOOp-Sites, LLC to terminate Membership privileges of any Member who repeatedly infringes the copyright rights of others upon receipt of prompt notification to iGrOOp-Sites, LLC by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Company Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Company Services; (iv) your address, telephone number, and email address; (v) a written 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; (vi) 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.

### **Member Disputes:**

You are solely responsible for your interactions with other iGrOOp-Sites, LLC Members. iGrOOp-Sites, LLC reserves the right, but has no obligation, to monitor disputes between you and other Members.

### **Privacy:**

Use of the Company Services is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference.

### **Disclaimers:**

iGrOOp-Sites, LLC is not responsible for any incorrect or inaccurate Content posted on the Social Website or in connection with the Company Services, whether caused by Users of the Company Services or by any of the equipment or programming associated with or utilized in the Company Services.

Profiles created and posted by Members on the Social Website may contain links to other websites. iGrOOp-Sites, LLC 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 iGrOOp-Sites, LLC . Inclusion of any linked website on the Company Services does not imply approval or endorsement of the linked website by iGrOOp-Sites, LLC . When you access these third-party sites, you do so at your own risk. iGrOOp-Sites, LLC takes no responsibility for third party advertisements which are posted on this Social Website or through the Company Services, nor does it take any responsibility for the goods or services provided by its advertisers. iGrOOp-Sites, LLC is not responsible for the conduct, whether online or offline, of any User of the Company Services.

iGrOOp-Sites, LLC 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. iGrOOp-Sites, LLC 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 any of the Company Services 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 Company Services. Under no circumstances shall iGrOOp-Sites, LLC be responsible for any loss or damage, including personal injury, bodily injury, or death, resulting from use of the Company Services, attendance at a iGrOOp-Sites, LLC event, from any Content posted on or through the Company Services, or from the conduct of any Users of the Company Services, whether online or offline. The Company Services are provided "AS-IS" and as available and iGrOOp-Sites, LLC expressly disclaims any warranty of fitness for a particular purpose or non-infringement. iGrOOp-Sites, LLC cannot guarantee and does not promise any specific results from use of the Company Services. Limitation on Liability. IN NO EVENT SHALL iGrOOp-Sites, LLC BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF iGrOOp-Sites, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, iGrOOp-Sites, LLC 'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO iGrOOp-Sites, LLC FOR THE Company Services DURING THE TERM OF MEMBERSHIP.

### **U.S. Export Controls:**

Software available in connection with the Company Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Company Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.



**Disputes:**

If there is any dispute about or involving the Company Services, you agree that the dispute shall be governed by the laws of the State of North Carolina, USA, or the state/province chosen by iGrOOp-Sites, LLC without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of North Carolina, or the state/province chosen by iGrOOp-Sites, LLC Either iGrOOp-Sites, LLC or you may demand that any dispute between iGrOOp-Sites, LLC and you about or involving the Company Services must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Cary, North Carolina, or the state/province chosen by iGrOOp-Sites, LLC provided that the foregoing shall not prevent iGrOOp-Sites, LLC from seeking injunctive relief in a court of competent jurisdiction.

**Indemnity:**

You agree to indemnify and hold iGrOOp-Sites, LLC , its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Company Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on the Social Website or through the Company Services causes iGrOOp-Sites, LLC to be liable to another.

**Other:**

This Agreement is accepted upon your use of the Social Website or any of the Company Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and iGrOOp-Sites, LLC regarding the use of the Company Services. The failure of iGrOOp-Sites, LLC to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. iGrOOp-Sites, LLC is a trademark of iGrOOp-Sites, LLC This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Please contact us at: Contact iGrOOp-Sites, LLC with any questions regarding this Agreement.

**I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS OF THIS ENTIRE AGREEMENT; SEVERABILITY ; NO WAIVER**

This Agreement (including all documents incorporated by reference) is the entire agreement between the parties for its subject matter and supersedes all prior and contemporaneous communications between the parties. No term of this Agreement may be waived by iGr00ps except in a signed, non-electronic writing signed by an authorized representative of iGr00ps.

[DIGITAL ACCEPTANCE REQUIRED]