

## CYPHER CIRCUIT | WEBSITE TERMS OF USE

Last Modified And Effective Date: April 1, 2015

### **Acceptance of The Terms of Use**

Welcome to the website of Cypher Circuit (the “**Partnership**”, “**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.CYPHERCIRCUIT.COM, including any services, features, content, functionality, links or applications offered by WWW.CYPHERCIRCUIT.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 become a member of the Site, you accept and agree to be bound and abide by the Terms of Use, our Privacy Policy, found at <http://www.cyphercircuit.com/wp-content/themes/eddiemachado-bones-542ebd4/pdfs/privacypolicy.pdf>, and all other operating rules, policies and procedures incorporated herein by reference. As a paid member of the Site, you additionally accept and agree to be bound and abide by the Membership Agreement that you consented to prior to your payment of a membership fee to the Partnership and subsequent creation of a member profile on the Site. If you do not agree to the Terms of Use and Privacy Policy, and in the case of paid members, the Membership Agreement, you must immediately discontinue accessing or using the Website, and in the case of paid members, delete your profile and completely remove all related content from the Site.

The Website constitutes a social networking platform that caters to individuals working to further, artists categorizing their creative work as falling within, and consumers of hip-hop music and its culture. For a membership fee, hip-hop emcees, music producers, disc jockeys and the like (each a “Website Member” and collectively, the “Website Members”) each receive one (1) profile through which the Website Member can showcase and display on the Site the Website Member’s artistic content, including, but not limited to, videos, music, and traditional marketing collateral and event promotional collateral, some of which may contain explicit language and/or depictions concerning violence or sexual conduct. Additionally, Website Members may exclusively engage other Members in the comment section located on each profile and will have exclusive access to valuable, artist-specific, industry resources and professionals, all of whom have been vetted by the Partnership with respect to quality. The Website provides to all end users, free of charge, access to the Website Members’ profiles, each consisting of, without limitation, a photo of the Website Member, a written biography of the Website Member, hyperlinks to the Website Member’s social media profile(s) and/or personal website(s), and multimedia content embedded into the Site from third-party platforms. Other pages of the Website maintain a constant rotation of thumbnails and content consisting of featured Website Members, industry news, Cyphers (filmed and produced from Marsten House Recording studio), promotions, and marketing by our industry partners, sponsors and advertisers. All of such aforementioned thumbnails and content hyperlink to either an internal page of the Site or a third-party platform or website 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 Partnership;
- You are at least 18 years of age; and
- 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 reviewed the Terms of Use and our Privacy Policy and provided you consent to access and use the Website.
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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 of time.

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.

### **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 Partnership 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.

The use, reproduction, modification, distribution, storage of, copying, sharing or otherwise exploitation of any Content, in whole or in part, in a manner other than as authorized in these Terms of Use is expressly prohibited without prior written permission from the Partnership. In order to request such permission, please contact us at [info@cyphercircuit.com](mailto:info@cyphercircuit.com).

If you access or use the Website in breach of the Terms of Use, your right to access and use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Partnership. Any access or use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **Trademarks**

The Partnership name and its logo, The Website's "Cypher Circuit" logo and all related names, logos, product and service names, designs and slogans are trademarks of the Partnership 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 Partnership 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 Partnership, a Partnership member or employee, our affiliates or licensors, our Website Members, our partners, advertisers or sponsors, another end user or any other person or entity, including, without limitation, by using Content, e-mail addresses or screen names associated with any of the foregoing.
- To engage in any other conduct, as determined by the Partnership, that restricts or inhibits anyone's use or enjoyment of the Website, or which may harm us 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 any information that we have collected that identifies any end user who has accessed or used the Website. YOU WAIVE AND HOLD HARMLESS THE PARTNERSHIP AND ITS AFFILIATES, LICENSORS, LICENSEES, PARTNERS, SPONSORS, ADVERTISERS 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 of our Website Member's Content violates a copyright, please see our Copyright Policy below for instructions on sending us a notice of copyright infringement. It is our policy 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 72<sup>nd</sup> Place  
 Parkland, FL 33076  
 (305) 979-6965  
 info@cyphercircuit.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 Content 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 and entertainment 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.

This Website includes Content provided to us by third parties, including, without limitation, other end users, third-party licensors, partners, sponsors, advertisers, journalists, bloggers, and media outlets. All statements and opinions expressed in this Content, other than the Content provided by us, are solely the opinions and the responsibility of the person or entity providing the Content. The Content does not necessarily reflect the opinion of the Partnership. We are not responsible, or liable to you or any third party, for the Content or accuracy of any materials provided by any third parties.

### **Changes to the Website**

We will regularly update the Content on this Website, 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, information automatically collected for web analytics purposes, and any other personal information, is subject to our Privacy Policy <http://www.cyphercircuit.com/wp-content/themes/eddiemachado-bones-542ebd4/pdfs/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 Partnership's or its licensors', licensees', partners', sponsors', or advertisers' 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 Partnership's or its licensors', licensees', partners', sponsors', or advertisers' 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 us 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 Partnership, its licensors, licensees, partners, advertisers nor 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 Partnership's or its licensors', licensees', partners', sponsors', or advertisers' endorsement of or any association with the Third-Party Platforms. You further acknowledge and agree that neither the Partnership, its licensors, licensees, partners, sponsors, nor advertisers 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.

If you redistribute Content, you must be able to edit or delete any Content you redistribute, and you must edit or delete it promptly upon our request. You agree to cooperate with us in causing any unauthorized linking or sharing to immediately cease. We reserve the right to disable your ability to link or share Content at any time without notice in our discretion.

### **Embedded Content & Links from the Website**

The Website contains embedded Content, links, and hyperlinks to Third-Party Platforms and websites through resources provided by third parties. The aforesaid embedded Content links and hyperlinks are provided for your convenience only. We have no control over the contents of those

sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the Third-Party Platforms or websites linked from this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such Third-Party Platforms and websites.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that Content available for downloading from the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. THE PARTNERSHIP AND ITS LICENSORS, LICENSEES, PARTNERS, SPONSORS, AND ADVERTISERS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR CONTENT OBTAINED THROUGH THE WEBSITE OR DUE TO YOUR DOWNLOADING OF ANY CONTENT POSTED ON IT, OR ON ANY WEBSITE LINKED FROM IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR CONTENT OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR CONTENT OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE PARTNERSHIP, ITS LICENSORS, LICENSEES, PARTNERS, SPONSORS, ADVERTISERS, NOR ANY PERSON ASSOCIATED WITH THE PARTNERSHIP MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO EITHER THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE PARTNERSHIP, ITS LICENSORS, LICENSEES, PARTNERS, SPONSORS, ADVERTISERS, NOR ANY PERSON ASSOCIATED WITH THE PARTNERSHIP REPRESENTS OR WARRANTS THAT EITHER THE WEBSITE, ITS CONTENT OR ANY SERVICES OR CONTENT OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR CONTENT OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



### **Limitation on Liability**

IN NO EVENT WILL THE PARTNERSHIP OR ITS LICENSORS, LICENSEES, PARTNERS, SPONSORS, ADVERTISERS, OR ANY PERSON ASSOCIATED WITH THE PARTNERSHIP, 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 Partnership, its licensors, licensees, partners, sponsors, advertisers and service providers, and their respective officers, directors, employees, contractors, agents, licensors, licensees, partners, 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 Partnership 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 Partnership 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://www.cyphercircuit.com/wp-content/themes/eddiemachado-bones-542ebd4/pdfs/privacypolicy.pdf> constitute the sole and entire agreement between you and Cypher Circuit 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@cyphercircuit.com**.

Thank you for visiting the Website.