

## TERMS OF USE

Below we have listed important legal terms that apply to anyone who visits our website or uses our services. These terms are necessary in order to protect both you and us, and to make our services possible and more enjoyable for everyone. SBN Broadcasting (a DBA of Tresóna Solutions, LLC) offers a wide range of services and features and part of the terms below may not be relevant to the specific services you use.

We understand that legal terms can be exhausting to read, and we've tried to make the experience more pleasant. If you have any suggestions on how we can improve them, you are more than welcome to contact us at [support@sbnbroadcasting.com](mailto:support@sbnbroadcasting.com).

### 1. Introduction

#### 1.1. Our Purpose

SBN Broadcasting gives you the tools necessary to launch and operate your own video streaming platform, branded with your own logos and having your own unique URL, with back-end tech, certain music copyright licensing, and e-commerce subscription support provided by SBN Broadcasting. As detailed below, we offer our users numerous tools and features for creating, publishing and use of stunning websites, online e-commerce subscription platforms, and other online applications, tools and services. The online websites and platforms created by Users are collectively referred to herein as (“User Platform(s)”).

#### 1.2. Legal Agreement

These Terms of Use (“Terms of Use”), together with such additional terms which specifically apply to some of our services and features as presented on the SBN Broadcasting website(s) (“SBN Broadcasting Website”, and collectively – the “SBN Broadcasting Terms”), all set forth the entire terms and conditions applicable to each visitor or user (“User” our “you”) of the SBN Broadcasting Website and/or any other services, applications and features offered by us with respect thereto, except where we explicitly state otherwise (all services offered through the SBN Broadcasting Website – the “SBN Broadcasting Services” or “Services”).

The SBN Broadcasting Terms constitute a binding and enforceable legal contract between Tresóna Solutions, LLC d/b/a SBN Broadcasting (“SBN Broadcasting”, “us” or “we”) and you in relation to the use of any SBN Broadcasting Services - so please read them carefully.

You may visit and/or use the SBN Broadcasting Services only if you fully agree to the SBN Broadcasting Terms - and by using and/or registering to any of the SBN Broadcasting Services, you signify and affirm your informed consent to these Terms of Use and any other SBN Broadcasting Terms applicable to your use of any SBN Broadcasting Services. If you do not read, fully understand and agree to the SBN Broadcasting Terms, you must immediately leave the SBN Broadcasting Website and avoid or discontinue all use of the SBN Broadcasting Services.

By using our Services, you acknowledge that you have read our Privacy Policy (“Privacy Policy”).

### **1.3. SBN Broadcasting Private Label Services Agreement**

Users of the Services may be required to enter into a separate SBN Broadcasting Private Label Services Agreement (the “Services Agreement”), the relevant version of which is hereby incorporated by reference for those Users who are parties to a Services Agreement. This Services Agreement covers additional terms for the use of the Services, including revenue sharing and music copyright licensing handled by SBN Broadcasting on behalf of Users. Where the terms of the Services Agreement conflict with these Terms of Use, the Services Agreement shall govern.

### **1.4. User Account**

In order to access and use certain sections and features of the SBN Broadcasting Services, you must first register and create an account with SBN Broadcasting (“User Account”). This process might be completed on your behalf and solely with your explicit permission by SBN Broadcasting officers, employees, and/or agents, including as part of entering into a Services Agreement.

If anyone other than yourself accesses your User Account and/or any of your User Platforms’ settings, they may perform any actions available to you (unless as specifically stated otherwise on the SBN Broadcasting Services), make changes to your User Platform(s) and User Account, and accept any legal terms available therein, make various representations and warranties and more – and all such activities will be deemed to have occurred on your behalf and in your name.

Therefore, we strongly encourage you to keep the log-in credentials of your User Account confidential and allow such access only to people you trust - as you will be solely and fully responsible for all activities that occur under your User Account and/or User Platforms (including for any representations, warranties and undertakings made therein), whether or not specifically authorized by you, and for any damages, expenses or losses that may result from such activities.

You must provide accurate and complete information when registering your User Account and using the SBN Broadcasting Services, to which you are the sole and exclusive rights holder. We strongly encourage you to provide your own (or your company’s) contact and payment remittance and/or billing details, including your valid e-mail address, as we may use it to identify and determine the actual and true owner of the User Account and/or User Content (as defined below) submitted to us.

In case of a dispute on User Account ownership, we reserve the right to determine ownership to a User Account based on our reasonable judgment, whether or not an independent investigation has been conducted by us. However, if we cannot make such determination (as we may deem in our sole discretion), we reserve the right to avoid doing so and/or suspend a User Account until the parties disputing such ownership, reach a resolution, without liability to you or to any other party. We may request documentation (e.g., government-issued ID, a business license) that may assist us in determining ownership. Among others, we may consider the principles set forth below.

- SBN Broadcasting will consider the owner of a User Account, User Platform and/or User Content created and/or uploaded to the relevant SBN Broadcasting Service, as the person

or entity who has access to the e-mail address then listed in SBN Broadcasting's records for such User Account under which such User Platform or User Content was created. In the event that an individual account is associated with an entity, SBN Broadcasting will consider the organization as the actual owner of the User Account, and therefore as the owner of the User Platform connected to the account.

- SBN Broadcasting will consider the person or entity whose payment remittance details were used to receive revenue from the sale of Subscriptions to be the owner of the User Account, User Platform, and/or User Content created and/or uploaded to the relevant SBN Broadcasting Service. Notwithstanding the foregoing, when applicable if a User Platform was connected to an external domain name (either imported or purchased as part of certain Paid Services, as defined below), and such domain's registration information is publicly available via the WHOIS database provided on the [www.whois.net](http://www.whois.net) website or on SBN Broadcasting's database, SBN Broadcasting will consider the owner of such User Platform as the person or entity registered as the registrant of such domain thereunder. In the event that an individual and an organization are both registered as the registrant or the registrant organization of such domain, SBN Broadcasting will consider the organization as the actual owner of the domain, and therefore as the owner of the User Platform connected to such domain. In event the Billing Information indicates one person as the owner of the User Platform and the domain registration indicates a different owner, SBN Broadcasting shall consider the person registered as the owner of the domain connected to the SBN Broadcasting Account as the owner of the User Platform.
- Notwithstanding the forgoing, SBN Broadcasting shall have the right to determine the ownership of User Content and/or a User Website as it chooses, including by ignoring the indications set forth above, in the event that SBN Broadcasting deems, at its sole discretion, that the situation justifies such determination, all based upon the factual situation as determined by SBN Broadcasting.

## **2. Your Obligations**

### **2.1. You represent and warrant that:**

- you are at least eighteen (18) years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into the SBN Broadcasting Terms and to form a binding agreement, for yourself or on behalf of the person or entity committed by you to the SBN Broadcasting Terms;
- you are not a resident of (or will use the SBN Broadcasting Services in) a country that the U.S. government has embargoed for use of the SBN Broadcasting Services, nor are you named on the U.S. Treasury Department's list of Specially Designated Nationals or any other applicable trade sanctioning regulations;
- your country of residence and/or your company's country of incorporation is the same as the country specified in the contact and/or billing address you provide us;

- you understand that SBN Broadcasting does not provide any legal advice or any recommendation with respect to any laws or requirements applicable to your use or any of your Subscribers, or your compliance therewith;

**And specifically regarding your User Content:**

- you confirm you own all rights in and to any content uploaded or provided by you, or imported, copied or uploaded by SBN Broadcasting Services for you, to your User Platform (“User Content”), including any designs, images, animations, videos, audio files, fonts, logos, code, illustrations, compositions, artworks, interfaces, usernames, information you provide for the purpose of creating a subdomain name, text, literary works and any other materials (“Content”), or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to the User Content, as necessary to legally access to, import, copy, use, publish, transfer or license such User Content, by you and us or any of our affiliates;
- you have (and will maintain) the full power, title, licenses, consents and authority to allow SBN Broadcasting Services to access any websites, web pages and/or other online services, for the purpose of importing, copying, displaying, uploading, transmitting and/or otherwise using, your User Content.
- the User Content is (and will continue to be) true, current, accurate, non-infringing upon any third-party rights, and in no way unlawful for you to upload, import, copy, possess, post, transmit, display or otherwise use, in the country in which you or your User Platform’s visitors and users (“Subscribers”) reside, or for SBN Broadcasting and/or your Subscribers to access, import, copy, upload, use or possess in connection with the SBN Broadcasting Services;
- you have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission and publication of any personal information and/or image or likeness of any person, entity or property which is part of the User Content, and you will adhere to all laws applicable thereto.

**2.2. You undertake and agree to:**

- fully comply with all applicable laws and any other contractual terms which govern your use of the SBN Broadcasting Services (and any related interaction or transaction), including those specific laws applicable to you or your Subscribers in any of your geographical locations;
- be solely responsible and liable with respect to any of the uses of the SBN Broadcasting Services which occur under your User Account and/or User Platform(s), and for any of your User Content (including for any consequences of accessing, importing, uploading, copying, using or publishing such User Content on or with respect to the SBN Broadcasting Services);

- regularly and independently save and backup any of your User Content and the information that is being processed by you regarding your User Platform, including with respect to Subscribers, Subscriptions, and any applications used by you;
- receive from time-to-time promotional messages and materials from SBN Broadcasting or its partners, by mail, e-mail or any other contact form you may provide us with (including your phone number for calls or text messages). If you wish not to receive such promotional materials or notices – please just notify us at any time;
- allow SBN Broadcasting to use in perpetuity, worldwide and free of charge, any version of your User Platform (or any part thereof) for any of SBN Broadcasting’s marketing and promotional activities, online and/or offline, and modify it as reasonably required for such purposes, and you waive any claims against SBN Broadcasting or anyone on its behalf relating to any past, present or future moral rights, artists’ rights, or any other similar rights worldwide that you may have in or to your User Platform with respect to such limited permitted uses;
- SBN Broadcasting’s sole discretion as to the means, manner, and method for performing the SBN Broadcasting Services, including those regarding the hosting, transmission, publication and/or display of any User Platforms and/or Content (including the inclusion and presentation of any advertisements or other commercial content with respect thereto).
- SBN Broadcasting shall have the right to offer the SBN Broadcasting Services in alternative price plans and impose different restrictions as for the upload, storage, download and use of the SBN Broadcasting Services in each price plan, including, without limitation, restrictions on network traffic and bandwidth, size and/or length of Content, quality and/or format of Content, sources of Content, volume of download time, number of subscribers to your Content, etc.

**2.3. You agree and undertake not to:**

- copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble the SBN Broadcasting Website, the SBN Broadcasting Services (or any part thereof), any Content offered by SBN Broadcasting for use and display within User Platforms (“Licensed Content”) and/or any part thereof in any way, or publicly display, perform, transmit or distribute any of the foregoing without SBN Broadcasting’s prior written and specific consent and/or as expressly permitted under the SBN Broadcasting Terms;
- submit, transmit or display any User Content, or use Licensed Content in a context, which may be deemed as defamatory, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates the rights of SBN Broadcasting or any third party (including any intellectual property rights, privacy rights, contractual or fiduciary rights), or otherwise shows any person, entity or brand in a bad or disparaging light, without their prior explicit approval;

- use any illegal action to collect login data and/or passwords for other websites, third parties, software or services;
- phish, collect, upload, or otherwise make available credit card information or other forms of financial data used for collecting payments, unless done in accordance with any applicable law, including, with the PCI DSS standard when applicable;
- upload, insert, collect or otherwise make available within the SBN Broadcasting Website or the SBN Broadcasting Services (or any part thereof), any malicious, unlawful, defamatory or obscene Content;
- publish and/or make any use of the SBN Broadcasting Services or Licensed Content on any website, media, network or system other than those provided by SBN Broadcasting, and/or frame, “deep link”, “page scrape”, mirror and/or create a browser or border environment around any of the SBN Broadcasting Services, Licensed Content and/or User Platform (or any part thereof), except as expressly permitted by SBN Broadcasting, in advance and in writing;
- use any “robot”, “spider” or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the SBN Broadcasting Services (or its data and/or Content), or in any way reproduce or circumvent the navigational structure or presentation of any of the SBN Broadcasting Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through the SBN Broadcasting Services;
- act in a manner which might be perceived as damaging to SBN Broadcasting’s reputation and goodwill or which may bring SBN Broadcasting into disrepute or harm;
- purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use SBN Broadcasting or SBN Broadcasting Marks and/or variations and misspellings thereof;
- impersonate any person or entity or provide false information on the SBN Broadcasting Services and/or User Platform, whether directly or indirectly, or otherwise perform any manipulation in order to disguise your identity or the origin of any message or transmittal you send to SBN Broadcasting and/or any Subscribers;
- falsely state or otherwise misrepresent your affiliation with any person or entity, or falsely express or imply that SBN Broadcasting or any third party endorses you, your User Platform, your business, your Subscriptions, or any statement you make;
- reverse look-up, trace, or seek to trace another User of SBN Broadcasting Services, or otherwise interfere with or violate any other User’s right to privacy or other rights, or

harvest or collect personally identifiable information about visitors or users of the SBN Broadcasting Services and/or User Platform without their express and informed consent;

- disable, circumvent, bypass or otherwise avoid any measures used to prevent or restrict access to the SBN Broadcasting Services, User Platform, the account of another User(s), or any other systems or networks connected to the SBN Broadcasting Services, by hacking, password mining, or other illegitimate or prohibited means;
- probe, scan, or test the vulnerability of the SBN Broadcasting Services or any network connected to the SBN Broadcasting Services;
- upload to the SBN Broadcasting Services and/or User Platform or otherwise use them to design, develop, distribute and/or otherwise transmit or execute, any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the SBN Broadcasting Services or SBN Broadcasting's systems or networks connected to the SBN Broadcasting Services, or otherwise interfere with or disrupt the operation of any of the SBN Broadcasting Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
- use any of the SBN Broadcasting Services and/or User Platform in connection with any form of spam, unsolicited mail, fraud, scam, phishing, "chain letters", "pyramid schemes" or similar conduct, or otherwise engage in unethical marketing or advertising;
- access to SBN Broadcasting Services, User Accounts, Licensed Content and/or User Content, through any means or technology (e.g. scraping and crawling), other than our publicly supported interfaces.
- sell, license, or exploit for any commercial purposes any use of or access to the Licensed Content and/or SBN Broadcasting Services, except as expressly permitted by the SBN Broadcasting Terms;
- remove or alter any copyright notices, watermarks, restrictions and signs indicating proprietary rights of any of our licensors, including copyright mark [©], Creative Commons [(cc)] indicators, or trademarks [® or ™] contained in or accompanying the SBN Broadcasting Services and/or Licensed Content;
- violate, attempt to violate, or otherwise fail to comply with any of the SBN Broadcasting Terms or any laws or requirements applicable to your use of the SBN Broadcasting Services; or

- access or use the Services for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service.

**You acknowledge and agree that your failure to abide by any of the foregoing or any misrepresentation made by you herein may result in the immediate termination of your User Account and/or any Services provided to you – with or without further notice to you, and without any refund of amounts paid on account of any such Services.**

### **3. Content and Ownership**

#### **3.1. Your Intellectual Property**

As between SBN Broadcasting and you, you shall own all intellectual property pertaining to your User Content and to any other materials created by you, including to any designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, code, interfaces, text and literary works. SBN Broadcasting does not claim ownership rights on your content. For the sole purpose of granting you the service, you know and agree that we will need to access, upload and/or copy your User Content to our platform, including cloud services and CDN's, to make display adjustments, to duplicate for backup and perform any other technical actions and/or uses required to perform our services, as we deem fit.

#### **3.2. SBN Broadcasting's Intellectual Property**

All rights, title and interest in and to the SBN Broadcasting Services, including any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates and widgets, literary work, source and object code, computer code (including html), applications, audio, music, video and other media, designs, animations, interfaces, documentation, derivatives and versions thereof, the "look and feel" of the SBN Broadcasting Services, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customized URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered (collectively, "Intellectual Property")), and any derivations thereof, are owned by and/or licensed to SBN Broadcasting.

Subject to your full compliance with the SBN Broadcasting Terms and timely payment of all applicable Fees, SBN Broadcasting hereby grants you, upon creating your User Account and for as long as SBN Broadcasting wishes to provide you with the SBN Broadcasting Services, a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to use the SBN Broadcasting Services and Licensed Content, for the purpose of generating and displaying your User Platform to Subscribers and offering Subscriptions (as defined below) therein, solely as expressly permitted under the SBN Broadcasting Terms, and solely within the SBN Broadcasting Services.

The SBN Broadcasting Terms do not convey any right or interest in or to SBN Broadcasting's Intellectual Property (or any part thereof), except only for the limited license expressly granted

above. Nothing in the SBN Broadcasting Terms constitutes an assignment or waiver of SBN Broadcasting's Intellectual Property rights under any law.

### **3.3. Feedback and Suggestions**

If you provide us with any suggestions, comments or other feedback relating to the SBN Broadcasting Services (whether existing, suggested or contemplated), which is or may be subject to any Intellectual Property rights (“**Feedback**”), such Feedback shall be exclusively owned by SBN Broadcasting. By providing such Feedback to SBN Broadcasting, you acknowledge and agree that it may be used by SBN Broadcasting in order to: (i) further develop, customize and improve of the SBN Broadcasting Services, (ii) provide ongoing assistance and technical support, (iii) contact you with general or personalized SBN Broadcasting -related notices and/or interview requests based on your feedback or otherwise, (iv) facilitate, sponsor and offer certain promotions, and monitor performance, (v) to create aggregated statistical data and other aggregated and/or inferred information, which SBN Broadcasting may use to provide and improve its services, (vi) to enhance SBN Broadcasting data security and fraud prevention capabilities, and (vii) to comply with any applicable laws and regulations. In addition, you (1) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third-party rights; (2) irrevocably assign to SBN Broadcasting any right, title and interest you may have in such Feedback and (3) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide in or to such Feedback.

## **4. Privacy**

Certain parts of the SBN Broadcasting Services require or involve the submission, collection and/or use of certain personally identifying or identifiable information. In particular and as a part of accessing or using the SBN Broadcasting Services, SBN Broadcasting may collect, access and use certain data pertaining to Users and Subscribers, including the activities or navigation undertaken by Users and Subscribers through the SBN Broadcasting Services and/or User Platforms. We encourage you to read our Privacy Policy on a regular basis, for a description of such data collection and use practices.

## **5. Cancellation**

### **5.1. Cancellation by User**

You may discontinue to use and request to cancel your User Account and/or any SBN Broadcasting Services at any time, in accordance with the instructions available on the SBN Broadcasting Services. The effective date and time for such cancellation shall be the date and time on which you have completed the cancellation process on the SBN Broadcasting Services, and the effective date for cancellation of Paid Services shall be at the end of such Paid Services' subscription period.

### **5.2. Cancellation by SBN Broadcasting**

Failure to comply with any of the SBN Broadcasting Terms shall entitle SBN Broadcasting to suspend or cancel your User Account and User Platform (or certain features thereof).

### **5.3. Loss of Data, Content and Capacity**

If your User Account or any SBN Broadcasting Services are cancelled (whether at your request or at SBN Broadcasting's discretion), it may cause or result in the loss of certain content, features, or capacity of your User Account, including any User Content, Subscriber data or other usage data retained therein, and including any domain name reservation or registration that was included in such Services ("**Capacity Loss**"). SBN Broadcasting shall not be liable in any way for such Capacity Loss, or for saving a backup of your User Account, User Content or Subscriber data. Please also note that additional Fees may apply to re-activation of a User Account and/or any SBN Broadcasting Services following their cancellation, as determined by SBN Broadcasting in its sole discretion.

## **6. E-Commerce**

### **6.1. General**

The SBN Broadcasting Services include features which enable you to sell subscriptions to Subscribers through your User Platform so that they can access User Content on your User Platform ("Subscriptions", and collectively – "E-Commerce").

You are solely responsible for your Subscriptions and E-Commerce related activities, and any promotions and related Content contained or referred to in your User Platform, and compliance with any laws applicable thereto. We are merely providing the platform for you to manage the sale of Subscriptions. We are not involved in your relationship and/or any transaction with any actual or potential buyer of your Subscriptions.

When someone purchases your Subscriptions, the payments for such transactions will be processed through SBN Broadcasting Payments ("Payment Provider").

### **6.2. Payment Provider**

SBN Broadcasting's Services will automatically allow you to accept payments from your customers. Any payout from such account is subject to your execution of your Services Agreement and shall be governed by the Services Agreement, which is hereby incorporated by reference. Please read these terms of use prior to publishing your site and accepting payments.

### **6.3. Subscriptions**

SBN Broadcasting charges you platform administration fees for Subscriptions sold through your site. You hereby agree to pay such fees, as required by SBN Broadcasting, and authorize SBN Broadcasting to instruct its payment processing partners to deduct such fees from your relevant transactions or to otherwise collect such fees.

### **6.4. Terms for Subscriptions**

#### **6.4.1. Membership, Subscription and Billing**

SBN Broadcasting reserves the right in its discretion and at any time (i) to deny any Subscriber account creation request on User's Platform, (ii) to terminate a Subscriber's account and Subscription to the User Platform, (iii) to remove any User Content from the User Platform, and/or (iv) to modify, interrupt, limit, suspend or discontinue, temporarily or permanently, the User Platform or any Subscription or access to the User Platform. We are not liable to the User, Subscriber, or to any third party for any such modifications, suspensions, or discontinuances of the User Platform or Subscriptions or access.

#### **6.4.2. Subscriber Accounts**

Access to User Content on User Platforms requires a paid Subscription, in which case Subscribers will be required to provide certain information to register as a User Platform member, establish a valid electronic payment method with the User Platform ("Payment Method"), pay the applicable subscription fee and accept these Terms in order to access User Content. As part of the registration process, Subscribers may be asked to verify that they are 18 years of age or older. Payment processing associated with a Subscription may be handled by a third-party payment processor. Prices and charges are subject to change as determined by SBN Broadcasting and/or User, but Subscribers will be given advanced notice of these changes by e-mail.

#### **6.4.3. Account Information and Passwords**

Subscribers will have access and control over their User Platform account. Their control is exercised through use of their username and password. Subscribers should not reveal this information to anyone. Subscribers are solely responsible for keeping their usernames, passwords, Payment Method details and other codes and information pertaining to their User Platform account confidential and secure from unauthorized persons. Subscriber's accounts are for personal use only and may not be shared under any circumstances.

#### **6.4.4. Billing**

Subscribers can find the specific details regarding their subscriptions to a User Platform at any time by logging in to their accounts on the User Platform using their username and password and clicking on the My Account, My Subscription, and My Credit Cards links on the User Platform to access this information. If a Subscriber wishes to use a different Payment Method or if there is a change in Payment Method, such as their credit card validity or expiration date, Subscribers may edit their Payment Method information by clicking the My Credit Cards link and using their username and password to access their account information on the User Platform.

#### **6.4.5. Authorization to Charger Subscribers' Payment Method**

By starting a User Platform Subscription, Subscribers expressly agree that the SBN Network is authorized, and may authorize its third-party payment processor, to charge Subscriber a fee at the then current rate for the chosen Subscription to the User Platform using Subscriber's selected Payment Method at the time of registration and upon any automatic renewal of the Subscription in

accordance with these Terms. Please note that prices and charges are subject to change as determined by SBN Broadcasting and/or User in their discretion. As used in these Terms of Use, “billing” shall indicate either a charge or debit, as applicable, against Subscriber’s Payment Method.

#### **6.4.6. Refunds**

Subscribers’ requests for refunds must be submitted to SBN Broadcasting by e-mail to support@sbnbroadcasting.com. SBN Broadcasting will honor any refund request for unused monthly subscriptions received within thirty (30) days of the purchase date or the last renewal billing date.

#### **6.4.7. Auto-Renewal of Subscriptions**

Subscriptions will renew automatically at the end of term unless and until the Subscriber cancels his or her Subscription by logging in to his or her account on the User Platform and canceling their Subscription. Subscribers must either cancel their Subscription or change its renewal option to before it automatically renews each cycle in order to avoid billing of the next cycle’s subscription fees to their Payment Method on file. Subscription fees are fully earned upon payment and may not be cancelled or refunded except as expressly permitted in these Terms.

#### **6.4.8. Cancellation**

Subscribers may cancel their Subscription at any time. To cancel, Subscribers must log in to their account on the User Platform. Subscribers can cancel any active Subscriptions. However, Subscription fees are fully earned upon payment and may not be cancelled or refunded except as expressly permitted in these Terms.

#### **6.4.9. Right to Terminate**

SBN Broadcasting reserves the right to terminate or restrict Subscriber’s use of the User Platform, without notice, for any or no reason whatsoever.

### **6.5. E-Commerce Acknowledgments and Warranties**

By using any of our E-Commerce features, you acknowledge, warrant and agree that:

- You shall be solely and fully responsible for all Taxes and fees of any nature associated with your E-Commerce activities, including any Taxes related to the purchase or sale of the Subscriptions, and to collect, report and remit the correct amounts to the appropriate authorities and/or inform your Subscribers of such and provide them with a duly issued invoice as required by law;
- Any Taxes indicated by the E-Commerce features provided to you by SBN Broadcasting are solely provided for illustration purposes only, and may not be relied on in any way;

- You shall be responsible for and bear all costs of procuring and delivering your Subscriptions, and for providing them in a safe and professional manner, consistent with industry standards;
- You are solely responsible for any and all statements and promises you make and for all assistance, warranty and support regarding the Subscriptions, and shall provide true contact information on your User Platform for any questions, complaints or claims; and
- You may not offer or sell any Subscriptions, or provide any information, Content or material regarding Subscriptions, which may be deemed hazardous, counterfeit, stolen, fraudulent, offensive or abusive; which are prohibited for sale, distribution or use; or which otherwise fail to comply with any applicable laws, including with respect to consumer rights, intellectual property or privacy rights, product safety, trade regulations and sanctions, support, maintenance and export; and
- SBN Broadcasting may, at any time and at its sole discretion, suspend, disable access to or remove your User Platform and/or any Subscriptions - whether or not incorporated, published with or made a part of your User Platform at such time, without any liability to you or to any Subscribers, including for any Capacity Loss resulted therefrom.

## **7. Misconduct and Copyrights**

### **7.1. Misconduct and Abuse**

When using the SBN Broadcasting Services, you may be exposed to User Platforms or User Content from a variety of sources, which may be inaccurate, offensive, objectionable or illegal. You hereby waive any legal or equitable rights or remedies you have or may have against SBN Broadcasting with respect thereto.

If you believe a User acted inappropriately or otherwise misused any of the SBN Broadcasting Services, please immediately report such User to us at [support@sbnbroadcasting.com](mailto:support@sbnbroadcasting.com). You agree that your report shall not impose any responsibility or liability upon SBN Broadcasting, and that SBN Broadcasting may consider such report and act upon it, refrain from taking any such action or require additional information or documents before doing so, at its sole discretion.

### **7.2. Copyrights**

SBN Broadcasting acts in accordance with its interpretation of the Digital Millennium Copyright Act (“DMCA”). If you believe that your work has been copied or was otherwise used in a way that constitutes copyright infringement, you may notify us of such infringement by providing the following information in writing to our designated Copyright Agent: (1) the contact details of the person authorized to act on behalf of the owner of the copyright; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit SBN Broadcasting to locate the material (including URL address); (4) a statement that you have a good faith belief that use of the

material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (5) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed.

SBN Broadcasting's Copyright Agent can be reached at the following address:

Tresóna Solutions, LLC d/b/a SBN Broadcasting

Address: 4720 E. Cotton Gin Loop #135, Phoenix, AZ 85040

Attn: Mark Slovensky

Telephone Number: (602) 808-9552

E-mail: mark@tresonasolutions.com

In the event that SBN Broadcasting receives notice regarding a copyright infringement related to your User Platform or User Website, it may cancel your User Account, take your User Platform down or remove any Content in its sole discretion, with or without prior notice to you. In such case, you may file a proper counter-notice in accordance with Section 512 of the DMCA, in which you must include: (1) your full name, address, phone number and physical or electronic signature; (2) identification of the material and its location before removal; (3) a statement under penalty of perjury that the material was removed by mistake or misidentification; (4) your consent to an appropriate judicial body; and (5) any other information required under the relevant provisions of the DMCA. Any notices filed pursuant to this Section 9 may be deemed accepted, applicable and compliant with the DMCA, or not, at SBN Broadcasting's sole reasonable discretion. SBN Broadcasting reserves the right to notify the person or entity providing the infringement notice of such counter-notice and provide any details included therein.

## **8. Disclaimer of Warranties**

**We provide the SBN Broadcasting Services on an “As Is”, “with all faults” and “As Available” basis, without any warranties of any kind, including any implied warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, or any other warranty – all to the fullest extent permitted by law. We specifically do not represent or warrant that the SBN Broadcasting Services (or any part, feature or Content thereof) are complete, accurate, of any certain quality, reliable or secure in any way, suitable for or compatible with any of your (or your Subscribers’) contemplated activities, devices, operating systems, browsers, software or tools (or that they will remain as such at any time), or comply with any laws applicable to you or your Subscribers (including in any jurisdiction in which you operate), or that their operation will be free of any viruses, bugs or other harmful components**

**or program limitations. Moreover, we do not endorse any entity, product or service mentioned on or made available via the SBN Broadcasting Services – so please be sure to verify those before using or otherwise engaging them.**

SBN Broadcasting may, at its sole discretion (however it shall have no obligation to do so), screen, monitor and/or edit any User Platform and/or User Content, at any time and for any reason, with or without notice.

Notwithstanding anything to the contrary in the foregoing, in no circumstances may SBN Broadcasting be considered as a “publisher” of any User Content, does not in any way endorse any User Content, and assumes no liability for any User Content uploaded, posted, published and/or made available by any User or any other party on and/or through the SBN Broadcasting Services, for any use by any party, or for any loss, deletion or damage thereto or thereof or any loss, damage, cost or expense that you or others may suffer or incur as a result of or in connection with publishing, accessing and/or relying on any User Content. Furthermore, SBN Broadcasting shall not be liable for any mistakes, defamation, libel, falsehoods, obscenity, pornography, incitement and/or any other unlawful and/or infringing User Content you or any other party may encounter.

You acknowledge that there are risks in using the SBN Broadcasting Services and that SBN Broadcasting cannot and does not guarantee any specific outcomes from such use and/or interactions, and you hereby assume all such risks, liabilities and/or harm of any kind arising in connection with and/or resulting from such interactions. Such risks may include, among others, misrepresentation of information, breach of warranty and/or contract, violation of rights, and any consequent claims.

SBN Broadcasting does not recommend the use of the SBN Broadcasting Services for hosting of personal content and shall not bear any security or integrity obligations or risks regarding breach or damage to any such content.

Please note that certain SBN Broadcasting Services are currently offered in their BETA version, and undergoing BETA testing. You understand and agree that certain SBN Broadcasting Services may still contain software bugs, suffer disruptions and not operate as intended or designated. Your use of the SBN Broadcasting Services at this BETA stage signifies your agreement to participate in such SBN Broadcasting Services’ BETA testing.

## **9. Limitation of Liability**

**To the fullest extent permitted by law in each applicable jurisdiction, SBN Broadcasting, its officers, directors, shareholders, employees, affiliates and/or agents shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from (1) errors, mistakes, or inaccuracies of or in any content; (2) any personal injury or property damage related to your use of the SBN Broadcasting Services; (3) any unauthorized access to or use of our servers and/or any personal information and/or other information stored therein; (4)**

**any interruption or cessation of transmission to or from the SBN Broadcasting Services; (5) the use or display of any Content or User Content posted, emailed, transmitted, or otherwise made available via the SBN Broadcasting Services; (6) events beyond the reasonable control of SBN Broadcasting, including any internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties; and/or (7) loss of use, data, profits, goodwill, or other intangible losses, resulting from the use or the inability to use any or all of SBN Broadcasting Services.**

**You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for SBN Broadcasting's services to you, and such limitations will apply even if SBN Broadcasting has been advised of the possibility of such liabilities.**

## **10. Indemnity**

You agree to defend, indemnify and hold harmless SBN Broadcasting, its officers, directors, shareholders, employees, affiliates and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: (1) your violation of any term of these Terms of Use or any other SBN Broadcasting Terms; (2) your violation of any third party right, including any copyright, access rights, property, or privacy right, resulting from your User Platform or User Content and/or your use of the SBN Broadcasting Services, including, without limitation, SBN Broadcasting Services' actions for your benefit; and/or (3) any other type of claim that your User Platform and/or User Content caused damage to a third party.

## **11. General**

### **11.1. Changes & Updates**

SBN Broadcasting reserves the right to change, suspend or terminate any of the SBN Broadcasting Services (or any features thereof, or prices applicable thereto), and/or cancel your access to any of the SBN Broadcasting Services (including removal of any materials created by you in connection with the SBN Broadcasting Services) for any reason and/or change any of the SBN Broadcasting Terms with or without prior notice - at any time and in any manner.

You agree that SBN Broadcasting will not be liable to you or to any third party for any modification, suspension or discontinuance of those SBN Broadcasting Services.

If any such changes involve the payment of additional Fees, we will provide you with a notice of such Fees prior to enabling such specific changes. If you fail or refuse to pay such Fees, we may

(at our sole discretion) cancel your User Account (as further explained in Section 6 above), continue to support your then-current SBN Broadcasting Services without enabling such changes, or provide you with alternative Services.

## **11.2. Governing Law & Jurisdiction; Class Action Waiver**

The SBN Broadcasting Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the SBN Broadcasting Services, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to the SBN Broadcasting Terms, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the State of Arizona, United States, without respect to its conflict of laws principles.

Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in Phoenix, Maricopa County, Arizona. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Subject to any applicable law, all disputes between you and SBN Broadcasting shall only be resolved on an individual basis and you shall not have the right to bring any claim against SBN Broadcasting as a plaintiff or a member of a class, consolidated or representative actions (or any other legal proceedings conducted by a group or by representatives on behalf of others).

Notwithstanding anything to the contrary in this Section 11.2, (i) the legal jurisdiction governing all aspects of the payment transaction contemplated by Section 6 between Subscribers and Users, and thus SBN Broadcasting, will be the State of Arizona, without respect to its conflict of laws principles, and (ii) any and all claims and disputes related to such payment transaction contemplated by Section 6 shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in Phoenix, Arizona.

## **11.3. Notices**

We may provide you with notices in any of the following methods: (1) via the SBN Broadcasting Services, including by a banner or pop-up within the SBN Broadcasting Website, User Account or elsewhere; (2) by e-mail, sent to the e-mail address you provided us; and/or (3) through any other means, including any phone number or physical address you provided us. SBN Broadcasting's notice to you will be deemed received and effective within twenty-four (24) hours after it was published or sent through any of the foregoing methods, unless otherwise indicated in the notice.

## **11.4. Relationship**

The SBN Broadcasting Terms, and your use of the SBN Broadcasting Services, do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between SBN Broadcasting and you.

### **11.5. Entire Agreement**

These Terms of Use, together with your Services Agreement and any other legal or fee notices provided to you by SBN Broadcasting, shall constitute the entire agreement between you and SBN Broadcasting concerning the subject matter hereof or thereof, and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between SBN Broadcasting and you, including those made by or between any of our respective representatives, with respect to any of the SBN Broadcasting Services. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of SBN Broadcasting in entering into any of the SBN Broadcasting Terms.

### **11.6. Assignment**

SBN Broadcasting may assign its rights and/or obligations hereunder and/or transfer ownership rights and title in the SBN Broadcasting Services to a third party without your consent or prior notice to you. You may not assign or transfer any of your rights and obligations hereunder without the prior written consent of SBN Broadcasting. Any attempted or actual assignment thereof without SBN Broadcasting's prior explicit and written consent will be null and void. In any event, an assignment or transfer pursuant to this Section 11.6 shall not in itself grant either SBN Broadcasting or you the right to cancel any SBN Broadcasting Services then in effect.

### **11.7. Severability & Waivers**

If any provision of the SBN Broadcasting Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions. No Waiver of any breach or default of any of the SBN Broadcasting Terms shall be deemed to be a waiver of any preceding or subsequent breach or default.

### **11.8. Interpretation**

Any heading, caption or section title contained herein is provided only for convenience, and in no way defines or explains any section or provision hereof, or legally binds any of us in any way.

These Terms of Use were written in English. If a translated (non-English) version of these Terms of Use conflicts in any way with their English version, the provisions of the English version shall prevail.

### **11.9. Customer Service Contact**

To get in touch with our Customer Service send an e-mail message to:

[support@sbnbroadcasting.com](mailto:support@sbnbroadcasting.com)