

## TERMS OF USE

Welcome to isisandosiris.com. ZE2 Media, Inc. publishes this website to inform you about our company and services. This agreement governs your use of this website, and your purchase of services through this website.

### **GENERAL TERMS APPLICABLE TO YOUR USE OF THIS SITE**

The following provisions are specific to your access to this web site.

#### Privacy Policy

ZE2 Media, Inc. takes the privacy and security of your personally identifiable information very seriously. You may find a copy of our Privacy Policy for retaining, securing, and providing you access to your personal information at [PRIVACY POLICY LOCATION].

#### Amendments To This Agreement

ZE2 Media, Inc. may amend this agreement at any time. ZE2 Media, Inc. will send any amendment to this agreement to your email address of record and post such amendment to the website. An amendment to this agreement becomes effective upon ZE2 Media, Inc. posting it to the website.

#### License To Use The Site

ZE2 Media, Inc. grants you an individual, non-transferable license to use this website to learn about and purchase the services sold herein and to communicate with ZE2 Media, Inc. You may not use this website for any other purpose.

ZE2 Media, Inc. may revoke this license and terminate your account on this website at any time for any reason, without notifying you.

### **WARRANTIES, INDEMNIFICATION AND LIMITATIONS ON YOUR RIGHT TO RECOVER**

This section contains important limitations to your rights to recover damages from ZE2 Media, Inc. in the event of a dispute. Certain sections are required by law to be made conspicuous. Those sections are presented in bold, italic type. **Please read this section carefully.**

#### You Indemnify ZE2 Media, Inc. and Its Agents

You shall indemnify ZE2 Media, Inc. and its agents against all claims arising out of or related to your breach of this agreement. You shall indemnify ZE2 Media, Inc. and its agents against all claims arising out of or related to any content you submitted for printing. You shall pay reasonable legal fees and expenses in connection with the above indemnification. ZE2 Media, Inc.'s agents include its directors, officers, shareholders, and employees.

#### Your Warranty of Non-Infringement

You warrant that you are either the owner of all rights in material you submit to ZE2 Media, Inc., or that you are authorized by the owner of the material to print or distribute material you submit to ZE2 Media, Inc. for processing. You further warrant that your intended use of such material will not infringe

any right of the owner of such material.

#### ZE2 Media, Inc.'s Disclaimer of Warranties Of Functionality Of The Website

*ZE2 Media, Inc. disclaims any warranty that your use of the website will be uninterrupted, timely, secure, or free from error. ZE2 Media, Inc. disclaims any warranty that information on the ZE2 Media, Inc.com website will be accurate or reliable. ZE2 Media, Inc. disclaims any warranty that defects in the website will be corrected.*

#### Limitation of Liability

*You use this website at your own risk. ZE2 Media, Inc. will not be liable for damages arising from or related to your use of the ZE2 Media, Inc.com website or from your use of products purchased via the ZE2 Media, Inc.com website, regardless of the form of action, whether in contract, tort, strict product liability or any other theory of damages, even if you have been advised of the possibility of such damages.*

#### Arbitration

As the exclusive means of resolving any disputes arising out of or relating to this agreement, you may submit any such dispute to arbitration administered by the American Arbitration Association under its commercial arbitration rules, and you consent to any such dispute being so submitted. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction.

#### Attorney's Fees

ZE2 Media, Inc. is entitled to recover from you reasonable costs and attorney's fees it may expend in representing itself in a dispute with you arising out of or relating to this agreement, whether such dispute is adjudicated in a court or arbitrated.

#### Claim Limitation

Any claim you may have against ZE2 Media, Inc. arising out of or related to this agreement is barred if not initiated within one year of the act that you claim caused the damage that leads to the dispute, regardless of when such act or such damage is discovered.

### **INTELLECTUAL PROPERTY CLAUSES**

#### User Submitted Content Ownership

By submitting content to isisandosiris.com, you grant ZE2 Media, Inc. a worldwide, perpetual, non-exclusive and irrevocable license to use that content for any purpose.

#### Warranty of Non-Infringement

You warrant that you are authorized to submit any content you submit to isisandosiris.com, either as the owner of the content, or under license from the owner of the content. You warrant that content you submit does not infringe the intellectual property rights of any other person or organization.

## Indemnification

You shall indemnify ZE2 Media, Inc., and its owners, directors, employees and agents against any claim of damage arising out of or related to content that you have submitted to isisandosiris.com

## Copyright Infringement Claims

If you believe your work has been copied and posted on or through isisandosiris.com in a way that constitutes copyright infringement, please send ZE2 Media Inc's Copyright Agent a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on isisandosiris.com (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a 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; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. MySpace's Copyright Agent for notification of claimed infringement can be reached as follows: Copyright Agent, ZE2 Media, Inc., 18094 TROPICAL COVE TAMPA, FL 33647 ZE2 Media, Inc.'s Copyright Agent for notification of claimed infringement can also be reached electronically at [Support@ZE2Media.com](mailto:Support@ZE2Media.com).

## **GENERAL AGREEMENT CLAUSES**

The following clauses address miscellaneous issues that may arise during the existence of this contract.

### Assignment of Rights and Delegation of Duties

You may not assign the rights granted to you by this agreement or delegate the duties assigned to you by this agreement without ZE2 Media, Inc.'s prior written consent. In the event you attempt to assign your rights or delegate your duties, any purported assignment or delegation is void. ZE2 Media, Inc. may assign the rights granted in this Agreement or delegate the duties it assumes under this Agreement at any time without notifying you or obtaining your consent.

### Waiver

No provision in this Agreement may be waived. Neither trade usage nor a course of dealings between ZE2 Media, Inc. and you will operate as a waiver of a provision of this agreement.

### Applicable Law

The laws of the State of Florida, without regard to its law about the conflict of laws, govern this agreement and any dispute arising out of or related to it.

### Entire Agreement

This document constitutes the sole expression of your agreement with ZE2 Media, Inc. The provisions

of this agreement cannot be explained or modified orally or through evidence of trade usage or a course of dealings. No provisions of this agreement may be added or deleted orally or through evidence of trade usage or a course of dealings.

### Severability

If any provision of this agreement is judged unenforceable the remaining provisions of this agreement remain in full force, if the essential terms of this agreement remain enforceable.

### Venue

The courts in the State of Florida, either Federal Courts or State Courts, are the only venues in which a suit arising out of or related to this agreement may be adjudicated, with the exceptions that judgment on an award in arbitration of this agreement may be entered in any court having jurisdiction.

### Contact ZE2 Media, Inc.

ZE2 Media, Inc.  
18094 TROPICAL COVE  
TAMPA, FL 33647

Electronic Mail: [Support@ZE2Media.com](mailto:Support@ZE2Media.com)