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3815 Media provides this 3815 Media Site and related services for your personal non-commercial use only and subject to your compliance with this Terms of Use Agreement (the “Agreement”). Please read this Agreement carefully before using this 3815 Media Sites. Your use of this 3815 Media Sites constitutes your acceptance to be bound by this Agreement without limitation, qualification or change. If at any time you do not accept all the terms and conditions of this Agreement, you must immediately discontinue use of this 3815 Media Site. This Agreement sets forth 3815 Media’s policies with respect to its operation of the 3815 Media Sites. Other policies govern 3815 Media’s non-Internet operations.

Certain products or services offered by this and/or other 3815 Media Sites (each a “3815 Media Internet Service,” and collectively “3815 Media Internet Services”), and certain areas within this and/or other 3815 Media Sites may be governed by additional terms (“Additional Terms”) presented in conjunction with those products or services. You must agree to those Additional Terms before using those areas or 3815 Media Internet Services. The Additional Terms and this

Agreement, taken together, shall apply to your use of those areas or 3815 Media Internet Services. In the event of an irreconcilable inconsistency between the Additional Terms and this Agreement, the Additional Terms shall control.

YOU MAY NOT USE ANY 3815 MEDIA SITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS. YOUR ACCESS TO ANY 3815 MEDIA SITE MAY BE TERMINATED IMMEDIATELY IN 3815 MEDIA'S SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR NO REASON.

By using this 3815 Media Site, you are representing and warranting that: (a) you are a legal resident of the United States; (b) you are at or above the legal age of majority in your jurisdiction of residence; (c) you own or have sufficient authorization to use the computer, mobile device, technology or other device you use to access this 3815 Media Site (collectively, "Device"); and (d) you will access and use this 3815 Media Site in accordance with this Agreement.

Some parts of this 3815 Media Site may contain adult content intended for people who are at or above the legal age of majority in their jurisdiction of residence. By viewing this adult content, you are representing that you are at or above such legal age of majority and that the content is acceptable to you. Filtering software is commercially available which can be used to exclude content that is not acceptable to you. This software may prevent the display of all or portions of the 3815 Media Site content.

I. Mobile Devices

If permitted or available through the applicable 3815 Media Internet Service, to (a) upload content to this 3815 Media Site via your mobile device and/or tablet, (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse this 3815 Media Site from your mobile device and/or (d) to access certain features through a mobile application you have downloaded and installed on your mobile device (collectively the "Mobile Services"), you must have a mobile communications subscription (or have the consent of the applicable subscriber) with a participating carrier or otherwise have access to a mobile communications network for which 3815 Media makes the 3815 Media Internet Service available as well as any carrier services necessary to download content, and pay any service fees associated with any such access (including text messaging charges for each text message you send and receive on your mobile device). In addition, you must provide all equipment and software necessary to connect to the 3815 Media Internet Service, including, but not limited to, if this 3815 Media Site contains a mobile element, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the 3815 Media Internet Service and to use any part of that Service. You are responsible for ensuring that your equipment and/or software does not disturb or interfere with 3815 Media's or this 3815 Media Site's operations or the 3815 Media Internet Service. Any equipment or software causing interference will be immediately disconnected from the 3815 Media Internet Service and 3815 Media will have the right to

immediately terminate this Agreement. If any upgrade in or to the 3815 Media Internet Service requires changes in your equipment or software (including the operating system for your Device), you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current 3815 Media Internet Service, including the release of new products and services, will be subject to the terms and conditions of this Agreement. You agree to follow and comply with any applicable laws in your use of the 3815 Media Internet Service.

II. Changes to This Agreement

3815 Media reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. 3815 Media will provide notice of such change on this 3815 Media Site. Please review this Agreement and/or Additional Terms periodically for changes. Your continued use of this 3815 Media Site and/or 3815 Media Internet Service constitutes your acceptance and agreement to be bound by these changes without limitation, qualification or change. If at any time you do not accept these changes, you must immediately discontinue use of this 3815 Media Site and/or the 3815 Media Internet Service to which the changes may apply.

III. Privacy and Protection of Personal Information

3815 Media has developed a Privacy Statement in order to inform you of its practices with respect to the collection, use, disclosure and protection of personal information. You can find the Privacy Statement, which is incorporated into this Agreement, by using this 3815 Media Site you agree to the terms of the Privacy Statement.

IV. Accounts, Security, Passwords

If a particular 3815 Media Site or 3815 Media Internet Service requires you to open an account, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify 3815 Media immediately of any unauthorized use of your account. 3815 Media is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may cancel your account by delivering notice in the manner provided in the Additional Terms governing the particular 3815 Media Internet Service.

V. User Code of Conduct

In accessing and using this 3815 Media Site and/or the 3815 Media Internet Services, you agree that you will not:

- Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as “spam”), chain letters, surveys or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).
- Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through this 3815 Media Site, or any postings which advocate illegal activity.
- Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable.
- Deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.
- Deliver, or provide links to, any postings containing defamatory, false or libelous material.
- Deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.
- Deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.
- Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.
- Deliver any posting containing personal information, such as phone numbers, social security numbers, account numbers, addresses or employer references.
- Use this 3815 Media service in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this 3815 Media Site or other users’ Devices, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.
- Attempt to gain unauthorized access to this 3815 Media Site, any related website, other accounts, computer system, or networks connected to this 3815 Media Site, through hacking, password mining, or any other means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this 3815 Media Site, including harvesting or otherwise collecting information about others such as email addresses.

VI. Fees

Except where otherwise provided, access to and use of this 3815 Media Site and the 3815 Media Internet Services offered through it are currently available without charge. 3815 Media reserves the right to charge a fee for access to or use of this 3815 Media Site, or any 3815 Media Internet Service available on this 3815 Media Site at any time in the future. Your access to or use of this 3815 Media Site before such time does not entitle you to use of this 3815 Media Site without charge in the future.

VII. Disclaimer of Warranties

YOUR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THIS 3815 MEDIA SITE AND/OR 3815 MEDIA INTERACTIVE SERVICE IS AT YOUR OWN RISK. ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THIS 3815 MEDIA SITE OR 3815 MEDIA INTERACTIVE SERVICE ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. 3815 MEDIA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS 3815 MEDIA SITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS 3815 MEDIA SITE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, 3815 MEDIA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. 3815 MEDIA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS 3815 MEDIA SITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS 3815 MEDIA SITE AND/OR ITS SERVER WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. 3815 MEDIA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THIS 3815 MEDIA SITE FOR ANY PURPOSE, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTENT.

3815 MEDIA IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR 3815 MEDIA INTERACTIVE SERVICES, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

VIII. Exceptions

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, 3815 MEDIA'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IX. Limitations on Liability

In no event shall 3815 Media, its subsidiaries, affiliates, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or otherwise making available this 3815 Media Site and its contents, be liable to any person or entity whatsoever for any direct, indirect, incidental, special, compensatory, consequential, or punitive damages or any damages whatsoever, including but not limited to: (i) loss of goodwill, profits, business interruption, data or other intangible losses; (ii) your inability to use, unauthorized use of, performance or non-performance of this 3815 Media Site; (iii) unauthorized access to or tampering with your personal information or transmissions; (iv) the provision or failure to provide any service; (v) errors or inaccuracies contained on this 3815 Media Site or any information, software, products, services, and related graphics obtained through this 3815 Media Site; (vi) any transactions entered into through this 3815 Media Site; (vii) any property damage including damage to your Device or computer system caused by viruses or other harmful components, during or on account of access to or use of this 3815 Media Site or any site to which it provides hyperlinks; or (viii) damages otherwise arising out of the use of this 3815 Media Site and 3815 Media Internet Services. The limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability or otherwise, even if 3815 Media has been advised of the possibility of damages.

X. Indemnification

You agree to indemnify and hold harmless 3815 Media, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement, the Additional Terms, or any warranty you provide herein, or otherwise arising in any way out of your use of this 3815 Media Site and any related 3815 Media Internet Service and/or software. You agree to cooperate fully with 3815 Media in asserting any available defenses in connection with a claim subject to indemnification by you under this Agreement.

XI. Modification/Termination by 3815 Media

3815 Media reserves the right, in its sole discretion, to modify, suspend, or terminate this 3815 Media Site and/or any portion thereof, including any 3815 Media Internet Service, and/or your account, password, or use of any 3815 Media Internet Service, or any portion thereof, at any time for any reason with or without notice to you.

Termination of your account for a 3815 Media Internet Service removes your authorization to use the 3815 Media Internet Service. In the event of termination, you will still be bound by your obligations under this Agreement and any Additional Terms, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, 3815 Media shall not be liable to you or any third party for any termination of your access to a 3815 Media Internet Service.

XII. Links

This 3815 Media Site may contain links to websites, applications or other services operated by third parties (the “Linked Sites”). 3815 Media does not monitor or control the Linked Sites and makes no representations regarding, and is not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content uploaded, displayed, or distributed, or products, or services available at the Linked Sites. If you choose to access any third-party site (including any Linked Site), you do so at your own risk, and your use of that site is subject to its own terms of use and privacy policy, which you should review. The presence of a link to a third-party site does not constitute or imply 3815 Media’s endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the site.

XIII. Software and Downloads Available Through This Site

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The United States controls the export of any software downloadable from this 3815 Media Site. No software or any other materials associated with this 3815 Media Site may be downloaded or otherwise exported or re-exported to countries or persons prohibited under export control laws, including but not limited to countries against which the United States has embargoed goods, or to anyone on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department’s Table of Deny Orders. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any such materials. By using and/or downloading any such materials from a 3815 Media Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited or are not a person or entity to which such export is prohibited.

XV. Third-Party Merchants

This 3815 Media Site may enable you to order and receive products, information and services from businesses that are not owned or operated by 3815 Media. The purchase, payment,

warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. 3815 Media does not endorse, warrant, or guarantee such products, information, or services, and is not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such products or services. 3815 Media will not be a party to or in any way responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your credit card information. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility and are not part of the fee, if any, charged for the 3815 Media Internet Service.

XVI. Advertisements, Sponsorships, Co-Promotions and Other Partnerships

3815 Media may display advertisements for the goods and services of a third party on the 3815 Media Sites, including in connection with co-promotions, sponsorships and other similar partnership arrangements. 3815 Media does not endorse or represent and is not responsible for the safety, quality, accuracy, reliability, integrity or legality of any such goods or services advertised, promoted or displayed on this 3815 Media Site.

XVII. Events

You may be invited or asked to attend 3815 Media-sponsored events or events held by other members and users of this 3815 Media Site which are not in any way associated with 3815 Media at various locations throughout the United States (collectively, "Events"). Your participation in any Events is at your own risk and you agree to release and hold 3815 Media, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees harmless from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, any injury or death to you or your minor children or wards, resulting from attending the Events or participation in any activities available at the Events. You also agree that we may film and record any of the Events sponsored by 3815 Media in which you or your minor children or wards participate and you hereby agree that such films and recordings shall be owned by 3815 Media and we may use your or your minor children or wards' name, likeness, voice, performance and other activities in which you or your minor children or wards engage for any advertising, promotional or other lawful purpose in any and all media now or hereafter known throughout the world in perpetuity without notice, approval or compensation to you or any third party.

XVIII. Interactive Services and User Materials

This 3815 Media Site may offer certain 3815 Media Internet Services having interactive components such as bulletin boards, chat rooms, blogs, and forums (collectively, "3815 Media Interactive Services"). Additional Terms may cover 3815 Media Internet Services, which appear on the pages where these services are available, in addition to the general terms provided below. The selection of available 3815 Media Internet Services may change from time to time in 3815 Media's sole discretion. You may participate in the 3815 Media Interactive Service by completing the registration form where one is provided.

User Materials

3815 Media does not control and is not responsible for any notes, messages, billboard postings, ideas, suggestions, concepts or other material, or files delivered to 3815 Media by you or other users (collectively, "User Materials"). 3815 Media is not obligated to and does not regularly review, prescreen, monitor, delete, or edit User Materials. However, 3815 Media reserves the right to do so at any time in its sole discretion, for any reason or no reason, and to refuse, delete, move or edit any User Materials, in whole or in part, with or without notice. 3815 Media is not responsible or liable for damages of any kind arising from any User Materials even when 3815 Media is advised of the possibility of such damages, or from 3815 Media's alteration or deletion of any User Materials.

You are solely responsible and liable for all User Materials delivered to 3815 Media, whether via your account, this 3815 Media Site, email, or any other method. Any violation of these provisions can subject your 3815 Media account to immediate termination and, possibly, further legal action. You represent and warrant that you own or otherwise control any and all rights in and to the User Materials and that public posting and use of the User Materials by 3815 Media will not infringe or violate the rights of any third party in any manner.

By emailing, submitting, transmitting, posting, uploading, modifying or otherwise providing any User Material to 3815 Media, whether solicited or unsolicited, you are granting 3815 Media and its designees a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to reproduce, publish, transmit, perform, display, sublicense, create derivative works from and otherwise use such User Material for any purpose, including, without limitation, advertising and promotional purposes, alone or as a part of other works in any form, media or technology now or hereafter known. No credit, approval or compensation is due to you for any such use of User Materials you may submit. 3815 Media also has the right, but not the obligation, to use your username (and real name, image, likeness or other identifying information, if provided in connection with User Materials), city and state in connection with broadcast, print, online or other use or publication of your User Materials. Please note that any User Material you submit is and will be treated as non-confidential and non-proprietary as to you, unless specifically stated otherwise in our Privacy Statement.

The information and opinions expressed in User Materials appearing on this 3815 Media Site are not necessarily those of 3815 Media or its content providers, advertisers, sponsors, affiliated or related entities, and 3815 Media makes no representations or warranties regarding that information or those opinions, and expressly disclaims any responsibility for User Materials. 3815 Media does not represent or guarantee the truthfulness, accuracy, or reliability of any User Materials or determine whether the User Materials violate the rights of others, and 3815 Media has no control over whether such User Materials are of a nature that you or other users might find offensive, distasteful or otherwise unacceptable. You acknowledge that any reliance on any User Materials submitted by other users will be at your own risk, including any reliance on the accuracy, completeness or usefulness of such User Materials. You acknowledge that this 3815 Media Site is "public," and in addition to the license granted to 3815 Media, other users will have access to your User Materials and might copy, modify or distribute them.

If you are aware of any User Material on this 3815 Media Site which violates these Terms, please contact us at info@rushionmcdonald.com. Please provide as much detail as possible, including a copy of the underlying material, the location where 3815 Media may find it, and the reason such User Material should be removed. Please note that filing a complaint will not guarantee its removal, 3815 Media will only remove User Materials if 3815 Media believes the measure is necessary, in our sole discretion. To the extent any notice is based on an alleged copyright violation, please follow in the instructions set forth in the section entitled "Copyright Infringement." Other than those we specifically request, we do not accept or consider unsolicited creative materials, ideas or suggestions either via this 3815 Media Site, email or other means. This is to avoid any misunderstandings if your ideas are similar to those we have developed or obtained independently. However, if you do still transmit to us, via this 3815 Media Site, email or otherwise, any unsolicited communication or material, you will be deemed to have granted to us the same rights as are set out in this section with respect to User Materials. Without limitation thereof, you agree that 3815 Media, our affiliates and our licensees are free to use any ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products, services and content using such information, without any credit, notice, approval or compensation to you.

Referral Programs and "Forward to a Friend" Opportunities

The 3815 Media Site may offer referral programs that permit you to submit information about other persons (each, a "Referred Person"), including, without limitation, U.S.-based email addresses, mobile telephone numbers, names, street addresses and other contact information so they may receive information and/or promotional offers concerning the 3815 Media Internet Service. You may only refer persons with whom you have a personal relationship. You must have obtained the consent of the Referred Person prior to providing us with his or her contact information. We reserve the right to limit the number of Referred Persons you can submit. We reserve the right to limit the number of transmissions to any particular Referred Person from time to time. You may not withdraw the contact information you provide for a Referred Person once it has been submitted. A Referred Person must be a permanent, legal resident of the continental United States, at least 18 years old (or 19 years old if a resident of Alabama or Nebraska, or 21 years old if a resident of Mississippi), and be able to register for the 3815 Media Internet Service, or otherwise use the 3815 Media Internet Service. The contact information for a Referred Person must be valid and functioning in order for us to contact him or her about the 3815 Media Internet Service. We will not be responsible for validating the contact information you provide. We may elect NOT to communicate with any Referred Person and/or e-mail address if he/she/it appears to be on any of our "do not contact" or "do not e-mail" lists. In addition, we reserve the right to reject the participation of any Referred Person if (a) the contact information provided by you is incorrect or not valid, (b) such individual has violated any provision of these terms or conditions, or (c) we determine in our sole discretion that the participation of such individual might be harmful to us, this 3815 Media Site, any 3815 Media Internet Service, or any third party for any reason. We specifically disclaim any liability for exercising such right.

We may, at our discretion, send you a confirmation using any means available through the 3815 Media Internet Service, including email, text and other forms of messaging, to inform you that the Referred Person has registered for the 3815 Media Internet Service. If we send the confirmation to you via the carrier service with which you have a mobile communications subscription or otherwise have access, you understand you will pay any service fees associated with any such access (including text messaging charges in connection with messages to your mobile device). If you misuse any referral program or otherwise engage in improper behavior with respect to a referral program, as we determine in our sole discretion, we reserve the right to discontinue the 3815 Media Internet Service to you. We may from time to time offer incentives or rewards in connection with a referral program, and any such incentive or reward programs shall be subject to Additional Terms which will be posted at the time such programs become available and will be deemed incorporated into, and subject to, this Agreement. We reserve the right, in our sole discretion, to suspend, temporarily or permanently, or cease to provide any and all referral programs without notice, reason or liability.

If you are using the 3815 Media Internet Service to communicate to a Referred Person (or any third party), you agree not to use such 3815 Media Internet Service to harm the Referred Person or any other third party, and/or use such 3815 Media Internet Service in violation of any applicable laws, rules or regulations or the terms and conditions of this Agreement.

Voting/Rating Features

For any voting/rating features that are available on this 3815 Media Site, you must follow instructions on this 3815 Media Site to submit your votes/ratings, including any restrictions set forth with respect to limitations on voting/rating. Votes/ratings received from you in excess of any stated limitation will be disqualified. Payment or other consideration in exchange for votes/ratings is prohibited. Votes/ratings generated by script, macro or other automated means or any other means intended to impact the integrity of the voting/rating process as determined by us may be void. 3815 Media assumes no responsibility for incorrect/inaccurate voting/rating information or 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, votes/ratings. We may, at our discretion, modify, terminate, or suspend the voting/rating or void any vote/rating should a virus, bug, non-authorized human intervention, action of voter/rater, or other cause corrupt or impair the administration, security, or fairness of the voting/rating. We reserve the right, in our sole discretion, to disqualify any individual it finds to be violating these terms, tampering with the voting/rating process, or acting in an unsportsmanlike or improper manner and void all associated votes/ratings. Our decisions with respect to all aspects of any voting/rating element are final and binding, but not limited to, with respect to the tallying of votes/ratings and the invalidation or disqualification of any suspected votes/ratings or voters/raters. You may also be given the opportunity to participate in voting/rating features in a third party application or feature (such as one of our social media partners like Facebook or Twitter), in which case your participation in such features will be subject to the terms and conditions governing that third party application or feature.

XIX. Subscription Services

This 3815 Media Site may offer certain 3815 Media Subscription Services such as newsletters and Real Simple Syndication (“RSS”) feeds (collectively “3815 Media Subscription Services”). By registering for a 3815 Media Subscription Service, you will be subject to any charges and rules set forth in the description of that service which may or may not be reflected in Additional Terms.

XX. Premium Services

Some 3815 Media Internet Services on this 3815 Media Site, including certain 3815 Media Interactive and Subscription Services, may be offered to you conditioned on your payment of a fee (each, a “3815 Media Premium Service”). By using the 3815 Media Premium Service, you will be subject to any charges and rules set forth in the Additional Terms for that service, in addition to the general terms provided below. You may register for by completing the applicable registration form.

Plus and All Access Services

3815 Media provides three types of music streaming services: (1) the “Free-of-Charge Service”; (2) the “Plus Service”; and (3) the “All Access Service”. The following terms are applicable only if you purchase the Plus Service or the All Access Service (each, a “Paid Subscription Service”). In order to obtain access to the Paid Subscription Service, you must also pay a specified subscription fee. Further details about the Paid Subscription Service please email info@rushionmcdonald.com. 3815 Media may, at its sole discretion, change the features and services offered in any of the Paid Subscription Service at any time. The Paid Subscription Services are available to US residents only.

Paid Subscription Service—Billing and Fees

Before you register for a Paid Subscription Service, 3815 Media will provide notice of any charges. By registering for a Paid Subscription Service (which includes “Direct Purchases” and “In-App Purchases,” as defined below), you agree to pay all fees and charges associated with the Paid Subscription Service on a timely basis and are responsible for any charges incurred by your account. You warrant that the credit card information that you provide is correct and is your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge.

By registering for a Paid Subscription Service and providing your credit card information, you authorize us (in the case of a Direct Purchase) or the App Store Provider (in the case of an In-App Purchase) to charge your credit card for the Paid Subscription Service fee at the then-current rate and any additional charges (including late charges and applicable federal, state, or local taxes).

If you make an in-app purchase of the Paid Subscription Service (an “In-App Purchase”) via the applicable app store provider (e.g., Apple App Store, Google Play, etc.) (an “App Store Provider”), then the App Store Provider will charge your account the applicable fees or

charges. Billing for In-App Purchases will be handled by the App Store Provider, according to their terms.

If you purchase a Paid Subscription Service directly from us (a “Direct Purchase”), we may use a third party that is not affiliated with us to process your payments as merchant of record (“Processor”). You agree that this Processor is solely responsible for controlling, handling and processing your payments. For Direct Purchases, you will receive a bill for the Paid Subscription Service fee based on the term of the subscription for which you registered. For example, if you signed up for a monthly paid subscription, you will be billed one day after each month on the calendar day that corresponds with the commencement of your subscription. If your payment date falls on a date that does not exist in that month (e.g., the 31st day of a month), we will bill your credit card on the last day of the applicable month. However, you acknowledge that we reserve the right to change our billing methods effective upon notice to you. You may visit your member account to update your credit card information, and you agree to maintain a valid credit card during the subscription term. You are liable for any amounts that are unsettled and overdue. We may deactivate your member account without notice if your payment is past due. Any delinquent payments are due in full within thirty (30) days of the termination or cancellation of a Direct Purchase Paid Subscription Service.

Paid Subscription Service—Promotional Trial

3815 Media may offer a free or reduced price trial subscription of the Plus Service or the All Access Service for a specified trial period either without payment or with payment of a reduced fee (a “Trial”). To initiate the Promotional Trial, you will be required to provide your credit card information, and you must cancel your subscription before the end of the Promotional Trial to avoid incurring standard-rate charges.

Unless otherwise specified, Trials are limited to a single Paid Subscription Service; you may not obtain more than a single Trial using the same account or credit card and if you have previously used the same account or credit card to obtain a Trial or Paid Subscription Service, then that card will immediately be charged applicable fee upon registration. 3815 Media may, at its sole discretion and to the fullest extent permitted by law, revoke or alter a Promotional Trial without notice to you and at any time. Your Promotional Trial will end as soon as you purchase a Paid Subscription Service.

Upon expiration of your Promotional Trial, unless you cancel the Paid Subscription Service for which you registered, you acknowledge that you will be automatically enrolled in the Paid Subscription Service you selected during registration and your credit card will automatically be charged the applicable fees (including applicable federal, state, or local taxes) for that Paid Subscription Service.

Paid Subscription Service—Automatic Renewal

Your Paid Subscription Service will automatically renew unless you cancel your subscription before the end of your current subscription term. Cancellation will be effective the day after the end of your current subscription term. Your failure to cancel your subscription during the

current term will result in the renewal of your subscription at the then-current subscription rate and for the same term as your current subscription (e.g., monthly, quarterly, yearly). The cancellation of a Paid Subscription Service will result in a downgrade of your subscription service to the Free-of-Charge Service as of the end of your current subscription term.

Paid Subscription Service—Subscription Rate Changes

We may change the subscription rate from time to time. If we do, we will provide you advance notice of any change in the subscription rate. If you do not agree with the new subscription rate, you may cancel your subscription prior to the new subscription rate taking effect. If you continue to use the Paid Subscription Service after the subscription rate has gone into effect, you will be charged the new rate until you cancel or the rate changes.

Paid Subscription Service—Data

As part of your purchase of a Paid Subscription Service, data collected through the registration and payment process may be shared with our applicable payment service provider. If you purchase the Paid Subscription Service online, such information will be shared with Processor. If you make an in-app purchase of the Paid Subscription Service, such information will be shared with the applicable app store provider (e.g., Apple App Store, Google Play, etc.). Your data will be handled in accordance with our [Privacy Policy](#).

Paid Subscription Service—Member Account and Password

You are responsible for any membership name and password that is associated with your account during registration. If the Paid Subscription Service does not recognize your device from a previous sign-in, you will be asked for information that will help us to identify your registration. It is your responsibility to maintain the confidentiality of your password, if one is established. You are entirely responsible for any and all activities that occur under your account, and agree to notify us immediately of any unauthorized use of your account.

Paid Subscription Service—Limited to US Residents, Personal and Non-Commercial Use

The Paid Subscription Services are for US residents only. The Paid Subscription Services are for your personal and non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or otherwise exploit the Paid Subscription Services without our prior written consent.

Paid Subscription Service—Cancellation

You can cancel your Direct Purchases at any time by going to “Settings” and following the cancellation instructions; you may cancel your In-App Purchases by following your App Store Provider’s instructions. In the event that you cancel a Paid Subscription Service before the end of your subscription period, we will not return any portion of your subscription fee provided and

you will be entitled to continue accessing the applicable Paid Subscription Service until the end of your membership period.

We reserve the right to terminate your access to a Paid Subscription Service or any portion thereof at any time, without notice.

XXI. Member Account and Password

You are responsible for any membership name and password that is associated with your account during registration. If this premium service does not recognize your device from a previous sign-in, you will be asked for information that will help us to identify your registration. It is your responsibility to maintain the confidentiality of your password, if one is established. You are entirely responsible for any and all activities that occur under your account, and agree to notify us immediately of any unauthorized use of your account.

Charges for Premium Service

3815 Media will provide notice of any charges, or extra charges, before you register for or enter a premium area. You are responsible for any charges for premium content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge.

In the event that you pay for a premium service by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

Limited to Personal and Non-Commercial Use

Any premium service is for your personal and non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products obtained from this premium service without our prior written consent. You may inquire about obtaining written permission from us to display or reproduce material from this 3815 Media Site by writing:

IP Permission
Legal Department
3815 Media, Inc.
200 East Basse Road, Suite 100
San Antonio, TX 78209
By Facsimile: (210) 832-3149
By Email: IPPermission@3815Media.com

Cancellation

You may cancel your membership in this premium service at any time by contacting us using the contact information provided on this premium service. In the event that you have paid a fee to register on this 3815 Media Site and you cancel before the end of your membership period, we will not return any portion of your membership fee provided that you will be entitled to continue accessing the applicable 3815 Media Site until the end of your membership period.

We reserve the right to terminate your access to this premium service or any portion thereof at any time, without notice. Upon such termination, we shall return the unused pro-rata portion of your membership fee on a 52-week pro-rated basis to you within ninety (90) days of the termination of your access to this service.

Service Contact

You may email your requests for customer service through the contact information provided on the home page of the applicable premium service.

XXI. Contests/Sweepstakes

Any sweepstakes, contests, games and/or promotional offers accessible on this 3815 Media Site are governed by specific rules and/or terms and conditions. By entering a sweepstakes or contests or participating in such games or promotional offers available on this 3815 Media Site, you will be subject to those rules and/or terms and conditions. It is critical that you read the applicable rules and/or terms and conditions, which are linked from the particular page or activity. To the extent of any conflict between those rules and/or terms and conditions and these Terms, the rules and/or terms and conditions for the sweepstakes, game or promotional offer will govern, but only to the extent of the conflict. Any sweepstakes, contests, games and/or promotional offers made available or advertised on third party sites accessible from this 3815 Media Site (such as those of social media partners like Facebook and Twitter), in addition to being subject to the specific rules and/or terms and conditions applicable to your participation in such feature(s) on this 3815 Media Site, will also be subject to the rules and/or terms and conditions applicable to your participation in such feature(s) on those third party sites.

XXII. General

This Agreement and any Additional Terms shall be governed by, construed and enforced in accordance with the laws of the State of New York, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any and all disputes, claims and causes of action arising out of, or connected with, this Agreement and/or the Additional Terms, or in connection with any matters related to this 3815 Media Site and/or the Privacy Statement, shall be resolved individually, without resort to any form of class action, exclusively in either the state or Federal courts located in New York County, New York. You agree to submit to the personal jurisdiction of the courts of the State of New York for any cause of action arising out of this Agreement. You agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid or for any reason, unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision, and the other provisions of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire agreement between you and 3815 Media with respect to the use of this 3815 Media Site and shall not be modified except in writing, signed by an authorized representative of 3815 Media.

If you have any questions concerning this Agreement, you may send them by email to ricky@attorneyrickyanderson.com. You must send any official correspondence via postal mail to:

Legal Department
ATTN: 3815 Media Sites Terms of Use
Attorney Ricky Anderson
7322 SW Freeway, Suite 2010
Houston, Texas 77074
By Facsimile: 713-995-1499
By Email: ricky@attorneyrickyanderson.com

XXIII. Copyright & Trademark Notice

Use of Intellectual Property

The 3815 Media Site, and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, 3815 Media logos, titles, characters, names, graphics and button icons (collectively “Intellectual Property”), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by 3815 Media or by other parties that have provided rights thereto to 3815 Media.

You may not, and agree that you will not, reproduce, download, license, publish, enter into a database, display, modify, create derivative works from, transmit, post, distribute or perform publicly by any means, method, or process now known or later developed, decompile, reverse engineer, disassemble, use on another computer-related environment, transfer or sell any Intellectual Property, information, software or products obtained from or through this 3815 Media Site, in whole or in part, without the express written permission of 3815 Media.

Other trademarks, service marks, product names and company names or logos appearing on this 3815 Media Site that are not owned by 3815 Media may not be used without express permission from their owners.

Additionally, unless otherwise expressly permitted, websites may not link, whether by hyperlink or otherwise, to any page beyond the homepage of this 3815 Media Site, or frame this 3815 Media Site, or any web page or material herein, nor may any entity include a link to any aspect of this 3815 Media Site in an email for commercial purposes, without the express written permission of 3815 Media. Further, unless otherwise expressly permitted, you agree not to link to 3815 Media's Intellectual Property so as to cause you or anyone else to access 3815 Media's Intellectual Property other than through this 3815 Media Site.

You may inquire about obtaining permission by writing:

IP Permission
Legal Department
Attorney Ricky Anderson
7322 SW Freeway, Suite 2010
Houston, Texas 77074
By Facsimile: 713-995-1499
By Email: ricky@attorneyrickyanderson.com

Copyright Infringement

3815 Media respects the intellectual property rights of third parties, and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. By submitting any material or photographs through this 3815 Media Site, you are granting permission to have this material posted on this 3815 Media Site, and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. 3815 Media reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights 3815 Media may have under law or contract. You can find our procedures for providing notice of alleged copyright infringement below.

Procedure for Making Claim of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows:

By mail:

DMCA Designated Agent
c/o Legal Department
Attorney Ricky Anderson
7322 SW Freeway, Suite 2010
Houston, Texas 77074
By Facsimile: 713-995-1499
By Email: ricky@attorneyrickyanderson.com

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following:

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

(iii) Identification of the material that is claimed 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 reasonably sufficient to permit 3815 Media to locate the material.

(iv) Information reasonably sufficient to permit 3815 Media to contact the complaining party, such as an address, telephone number, and, if available, an email address.

(v) A statement that the complaining party has 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.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

This Agreement was last modified on August 7, 2017.