

TERMS OF USE

This Terms of Use Agreement (these “Terms of Use”) is a binding legal contract between you (“You” or “Your” either an individual or a legal entity) and Unplugged The Book (“Unplugged The Book”). These Terms of Use govern Your access to and use of the web sites, media, apps, in-app services and any other cloud services offered by Unplugged The Book including without limitation www.unpluggedthebook.com,

web sites and any media, software, programs, services, tools, features, databases, materials, content, features, products, apps, in-app services, or information available or sold on or through it or used in connection with it (collectively, the “Services” and each a “Service”). By downloading, accessing or using any part of the Service You have accessed, You will be bound by these Terms of Use. If You do not agree to these Terms of Use, Unplugged The Book is not willing to grant You any right to use or access the Service. In such event, You are not granted permission to access or otherwise use the Service and are instructed to exit the Service immediately.

Unplugged The Book may change, add or remove portions of the Terms of Use from time to time, and such changes shall become effective immediately upon posting. It is Your responsibility to review the Terms of Use prior to each use of the Service, and by continuing to use the Service, You agree to any changes, additions and removals.

SERVICE ACCESS AND USE LICENSE

The Service You have accessed and all of its contents as a whole and in part are protected by copyright, trademark, service mark, trade name and other intellectual property, and are owned or controlled by Unplugged The Book, its affiliates and licensors. The Service is licensed to You, not sold. Except for the limited license granted in these Terms of Use, Unplugged The Book and its licensors retain all right, title and interest in the Service and all proprietary rights in the Service, including without limitation copyrights, patents, trademarks, service marks and trade names.

Unplugged The Book may change, suspend, or discontinue any aspect of the Service at any time.

Unplugged The Book, its suppliers and service providers reserve all rights not granted in these Terms of Use.

1. **USER OBLIGATIONS.** By downloading, accessing, or using the Service in order to view information and materials or submit Material (as defined below) of any kind, You represent that You:

(i) are at least eighteen (18) years of age, or between thirteen (13) and seventeen (17) years of age and using the Service with parental or legal guardian consent and supervision; (ii) are registered to the extent required, and have not been previously restricted, suspended or terminated by Unplugged The Book; and (iii) are not using another authorized user's account without that person's permission.

2. YOUR SUBMISSION OF CONTENT. The Service may contain comment areas, questionnaires, tools, and other interactive features where You can share and display content, information, postings, materials, including without limitation, statements, photographs, video and other images (collectively "Materials"). You are solely responsible for any Materials You provide. By submitting Materials to the Service, You warrant that You have all necessary rights to grant, and automatically grant to Unplugged The Book and its affiliates, a royalty-free, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, publicly display, publicly perform, translate, and distribute such Materials (in whole or in part) and/or to incorporate them in other works in any form, media or technology now known or developed in the future. You also permit any other users of the Service to access, view, store or reproduce Your Materials and content for that user's personal, non-commercial use. Unplugged The Book will not be required to treat any Materials as confidential, and You grant to Unplugged The Book the right to edit, copy, display, publish and distribute any Materials made available via the Service by You, without compensation to You or any other party submitting the Materials for You. Notwithstanding the right and license, by merely permitting Your Materials to appear on the Service, Unplugged The Book is not a publisher of such Materials, and is merely functioning as an intermediary to enable You to provide and display Materials. Moreover, and except as provided in these Terms of Use with respect to the right and ability of Unplugged The Book to delete or remove Materials, Unplugged The Book does not endorse, oppose, or edit any opinion provided by You or any other user and does not make any representation with respect to, nor does it endorse the accuracy, completeness, timeliness, or reliability of any Materials displayed, uploaded, linked-to or distributed by You or any other user. You agree that by using the Service, You will not post or transmit any of the following:

- A. anything that interferes with or disrupts the Service or its operation;
- B. Materials that are vulgar, obscene, indecent, profane, or otherwise objectionable or offensive, defamatory, libelous, unlawful, threatening, abusive, harassing, misleading, or false;
- C. unauthorized copyrighted materials, or any other material that infringes on the intellectual

property rights, rights of publicity or personality, trade secrets, confidentiality, or privacy of others;

- D. Materials that encourage criminal conduct or that would give rise to civil liability or otherwise violate any law or regulation in any jurisdiction;
- E. Materials that harm minors;
- F. Materials that impersonate any other person or entity, whether actual or fictitious, or that misrepresent Your affiliation with any entity; or
- G. Files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, network, or the Service.

3. **LINKS TO THIS SERVICE.** You may link to the Service provided that You do so in a way that indicates that the link is direct to an Unplugged The Book Service and is fair and not misleading. You may not integrate or make use of all or part of the Service in ways that would confuse or mislead visitors as to the nature and origin of the Service's content.

4. **PASSWORDS; SECURITY.** Registration by You as an authorized user for access to certain areas of the Service may require both a user name and a password ("Authorized User Credentials"). You may also have to provide certain registration information, all of which must be accurate and updated. You are not allowed to share or give Your Authorized User Credentials to anyone else. You are responsible for maintaining the confidentiality of Your password. You agree not to use another person's Authorized User Credentials or select Authorized User Credentials: (i) with the intent to impersonate another person; (ii) subject to the rights of another person without authorization; (iii) in violation of the intellectual property rights of another person; or (iv) that Unplugged The Book, in its sole discretion, deems inappropriate or offensive or discriminates on the basis of race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. You acknowledge and agree that You shall have no ownership or other property interest in Your account and/or user name, and You further acknowledge and agree that all rights in and to Your user name and account are and shall forever be owned by and inure to the benefit of Unplugged The Book. Failure to comply with the foregoing shall constitute a breach of these Terms of Use, which may result in immediate suspension or termination of Your Authorized User Credentials. Unplugged The Book WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THESE OBLIGATIONS. Unplugged The Book reserves the right to delete or change Authorized User Credentials (with or without notice) at any time and for any reason.

5. **WARRANTY DISCLAIMER. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND YOU ASSUME ALL RISK. THE SERVICE AND ITS INFORMATION, CONTENT, MATERIALS, PRODUCTS, SERVICES, AND USER CONTENT IS PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Unplugged The Book AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, FITNESS FOR A PARTICULAR PURPOSE, AND RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. Unplugged The Book DOES NOT ENDORSE, RECOMMEND, OR MAKE ANY WARRANTIES AS TO THE CONTENT, INFORMATION, MATERIALS, USER MATERIALS, FEATURES, SERVICES, PRODUCTS, OPINIONS, OR STATEMENTS AVAILABLE ON OR THROUGH THE SERVICE OR THROUGH LINKS ON THE SERVICE. Unplugged The Book DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU SPECIFICALLY ACKNOWLEDGE THAT Unplugged The Book IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRDPARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.**

6 LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL Unplugged The Book OR ITS SUPPLIERS/LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), WHICH INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE, ITS CONTENT OR PRODUCTS, OR ANY OF ITS THIRD PARTY CONTENT OR

PRODUCTS AVAILABLE OR SOLD ON OR THROUGH THE SERVICE, EVEN IF Unplugged The Book HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE ENTIRE LIABILITY OF Unplugged The Book AND ITS SUPPLIERS/LICENSORS UNDER THESE TERMS OF USE FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) IS LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESS TO THE SERVICE.

Some states do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above may not apply to You.

7 ONLINE SHOPPING. All product and service descriptions and depictions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Service does not imply or warrant that such products or services will be available. In the event a product or service available on or through the Service is listed at an incorrect price or with incorrect information, Unplugged The Book will have the right to refuse or cancel any orders placed for the product or service listed at the incorrect price, whether due to a typographical error, an error in information received from Unplugged The Book' suppliers or providers, or otherwise. Your receipt of an electronic or other form of order confirmation neither signifies Unplugged The Book' acceptance of Your order, nor constitutes confirmation of Unplugged The Book' offer to sell. Unplugged The Book reserves the right at any time after receipt of Your order to accept or decline Your order for any reason. Unplugged The Book may charge and withhold the applicable sales tax for orders, otherwise. You are solely responsible for all sales or other taxes, on orders shipped to You. If You wish to purchase any product made available through the Service, You may be asked to supply certain information relevant to such transaction including, without limitation, Your credit card number, its expiration date and security code, the billing address, and any shipping information. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION.** By submitting such credit card or payment information, You grant to the Unplugged The Book the right to provide such information to third parties for purposes of facilitating the completion of any transactions initiated by You or on Your behalf. Verification of information may be required prior to the acknowledgment or completion of any such transaction. It is Your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any product or service purchased from the Service. By placing an order, You represent that the products and services ordered will be used only in a lawful manner pursuant to any additional terms that may

accompany them. Except as otherwise set forth herein, the risk of loss for and title to products or services purchased on the Service passes to You upon electronic transmission to the recipient or delivery to the carrier, as applicable.

For questions or concerns about Your invoice, please email unpluggedgospel@yahoo.com or call the number listed on the invoice or the Service's FAQ webpage, as applicable.

Unplugged The Book reserves the right to change its prices and related policies in its sole discretion upon thirty (30) days advance notice of such changes, which changes shall be posted here. It is Your responsibility to keep apprised of these Terms of Use.

8 DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE. Unplugged The

Book is committed to

complying with copyright and related laws, and requires all users of the Service to comply with these laws. Accordingly, You may not store any material or content or use or disseminate any material or content through the Service in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by copyright law. Owners of copyrighted works who believe that their rights under copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of Unplugged The Book to terminate use privileges of any user who repeatedly infringes the copyright rights of others upon receipt of proper notification to Unplugged The Book by the copyright owner or the copyright owner's legal agent.

If You feel that a posted message is objectionable or infringing, Unplugged The Book encourages You to contact Unplugged The Book immediately. Upon Unplugged The Book's receipt of a proper written notice of claimed infringement under the DMCA, Unplugged The Book will respond expeditiously to remove, or disable

access to, the material claimed to be infringing and will follow all other relevant procedures specified in the DMCA with regard to the claimed infringement. The designated agent of Unplugged The Book (i.e., the proper party) to whom You should address such notice is listed below.

If You believe that Your work has been copied and posted using the Service in a way that constitutes copyright infringement, please provide Unplugged The Book's designated agent with a written communication containing the following information:

A. an electronic or physical signature of the person authorized to act on behalf of the owner of

the exclusive right in the copyright that is allegedly infringed;

B. a description of the copyrighted work that You claim has been infringed;

C. a description of where the material that You claim is infringing is located to permit Unplugged The Book to locate the material;

D. Your address, telephone number, and email address

E. 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; and

F. a statement by You, made under penalty of perjury, that the information contained in Your report is accurate and that You are the owner of the exclusive right in the copyright that is allegedly infringed or authorized to act on the owner's behalf.

Unplugged The Book' designated agent for notice of claims of copyright infringement can be reached as follows:

By E-Mail:

unpluggedgospel@yahoo.com with the subject line "DMCA"

By Mail:

Sasha Daltonn

Unplugged The Book

7337 S SOUTH SHORE DR #1018

CHICAGO, IL 60649-3549

9 MONITORING. Unplugged The Book has the right, but not the obligation, to monitor the content

of the Service (including any social or chat forum or tools, services or functions that enable the sharing, display or performance of any Material), to determine compliance with these Terms of Use and any operating rules established by Unplugged The Book, and to satisfy any law, regulation or authorized government request. Unplugged The Book has the right and sole discretion to edit, refuse to post, or to remove any Materials submitted to or posted on or within the Service, including, without limitation, the right to remove any Materials that Unplugged The Book, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

10 INDEMNIFICATION. You agree to indemnify, defend and hold Unplugged The Book and its affiliates and its and their respective governors, directors, officers, employees, volunteers, and agents harmless from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees and costs) arising out of Your use of the Service.

11 **PRIVACY POLICY.** You understand, acknowledge, and agree that the operation of certain programs, services, tools, purchase options, materials, or information in the Service requires the submission, use and dissemination of various personal identifying information. Accordingly, if You wish to access and use those programs, services, tools, materials, purchase options, or information of the Service, You acknowledge and agree that Your use of the Service will constitute acceptance of the personal identifying information collection and use practices contained in the privacy policies posted on the Service.