

## Standing O Website Terms

Deep Focus, Inc. ("Company" or "Deep Focus") presents the Standing O website at [www.TheStandingO.co](http://www.TheStandingO.co) (the "Website"). By visiting the Website, you signify your agreement to these terms and conditions (the "Terms"). If you do not agree to any of these Terms, please do not visit or use the Website. Deep Focus may, in its sole discretion, modify or revise these Terms at any time, and you agree to be bound by such modifications or revisions.

### 1. General Use of the Website

In connection with your visit to, or use of, the Website:

- You agree not to alter or modify any part of the Website.
- You agree not to collect any personally identifiable information from the Website.
- You agree not to use the Website for any commercial purpose, including solicitation, unless you obtain Deep Focus's prior written approval.
- You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the Deep Focus servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.
- You agree that in your use of the Website, you will comply with all applicable laws.
- You agree not to circumvent, disable or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein. "Content" includes text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and any other materials you may view on, access through, or contribute to the Website.

### 2. Website Content

The Content on the Website, and the trademarks, service marks and logos on the Website, are owned by or licensed to Deep Focus, subject to copyright and other intellectual property rights under the law. Company or its licensors own and shall at all times retain all right, title and interest in and to the Content (including any intellectual property rights). You may not, for any commercial purpose: copy, modify, translate, reproduce, download, publish, broadcast, transmit, distribute, perform, display, license, sell or create derivative works from any Content or incorporate any Content into any other work, including your own website or social networking pages, or use the Content in any public manner, without Deep Focus's prior written consent.

### 3. Website Availability

Deep Focus reserves the right to discontinue any aspect of the Website at any time.

### 4. Third Party Websites

The Website may contain links to third party websites that are not owned or controlled by Deep Focus. Deep Focus has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. By visiting the Website, you expressly relieve Deep Focus from any and all liability arising from your use of any third-party website.

## **5. Warranty Disclaimer; Limitation of Liability**

The Website is provided to you AS IS. Company does not warrant that access to the Website will be uninterrupted or error-free or that defects will be corrected. In no event shall Deep Focus, its affiliates, officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of Content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Website or Content, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our Website, and/or (v) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Website by any third party, whether based on warranty, contract, tort, or any other legal theory, and whether or not Deep Focus is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law. You understand that when using or visiting the Website, you will be exposed to Content from a variety of sources, and that Deep Focus makes no representations with respect to such Content.

The Website is offered by Deep Focus, which is based in the United States of America. Deep Focus makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## **6. User Submitted Content**

In the event that you submit any Content to the Website, the following requirements must be met:

1. You must be at least 13 years of age or older to submit Content. If you are under 18 years of age you must have permission from your parent or legal guardian to submit Content. If anyone else under 18 years of age appears in the Content, you must have permission from that person's parent or legal guardian to submit the Content and to grant the rights set forth herein.
2. Content may not include any brand names, logos, advertising or other commercial elements.
3. Content must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright or trademark infringement.
4. Content may contain multiple people, provided you have consent from each person who may appear in the Content. The Content must be your own Content.
5. Content must not contain material that is inappropriate, indecent, obscene, offensive, sexually suggestive, defamatory, slanderous, or libelous in nature. Content must not contain material that promotes bigotry, racism, or violence against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
6. Content must not contain material that is unlawful or in violation of or contrary to the laws or regulations in any jurisdiction where the Content is created or submitted.

You understand and agree that Deep Focus is not under any obligation to use your Content in any way. Deep Focus reserves the right in its sole discretion to use, or not use, any Content, for any reason or no reason.

You expressly understand and agree that any Content you submit shall be Deep Focus's sole and absolute property for any and all purposes whatsoever, in perpetuity, and Deep Focus, its licensees, successors, and assigns shall have the unlimited right throughout the universe to copyright and publish, exhibit, or use said material, or any part thereof, in any manner that Deep Focus shall desire, and in all media now or hereafter devised. By submitting Content, you assign to Deep Focus all right, title and interest in such Content, and relinquish for the benefit of Deep Focus any moral rights in the Content.

By submitting Content, and in consideration of receiving the opportunity to have your Content included in the Website: you represent that (i) you have the unrestricted right to submit the Content (ii) the Content complies with these Terms, (iii) the Content does not infringe any third-party rights or interests, and (iv) the Content does not contain any virus, bug or technical defect that would corrupt or otherwise affect the security, integrity or operation of the Website.

You (i) agree to bear all charges and other costs you may incur in connection with your preparation and/or submission of Content, and (ii) unconditionally and irrevocably release Deep Focus and its affiliates from any and all liability, claims or damages relating to or arising out of the inclusion of the Content in the Website or any breach or alleged breach of any representation or agreement you make hereunder.

You shall have no right of review or approval, and no claim to compensation or any other claim (including, without limitation, claims based upon invasion of privacy, defamation or right of publicity) arising out of any use, alteration, or use in any composite form of the Content.

DO NOT SUBMIT YOUR CONTENT IF YOU DO NOT AGREE TO THESE TERMS. BY UPLOADING AND/OR SUBMITTING YOUR CONTENT, YOU CONFIRM THAT YOU HAVE READ AND AGREE TO THESE TERMS AND CONDITIONS.

You understand that Deep Focus does not guarantee any confidentiality whatsoever with respect to any Content you submit. You shall be solely responsible for your Content and the consequences of submitting your Content to the Website.

## **7. Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 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;
- 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 the service provider to locate the material;

- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- 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
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may direct copyright infringement notifications to our Copyright Agent at: Attn: Legal Department, Deep Focus, Inc., 229 West 43rd Street, 8th Floor, New York, NY 10036, telephone: 212-792-6800, email: legal@deepfocus.net. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

## **8. Indemnification**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Deep Focus, its affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, publicity, or privacy right; or (iv) any claim that Content provided by you caused damage to a third party. This defense and indemnification obligation will survive your use of the Website.

## **9. Ability to Accept Terms of Service**

You affirm that you are either 18 years of age or older, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, you affirm that you are over the age of 13, as the Website is not intended for children under 13. If you are under 13 years of age, you may not access, visit, or use the Website.

## **10. Assignment**

These Terms, and any rights hereunder, may be assigned by Deep Focus without restriction.

## **11. General**

You agree that: (i) the Website shall be deemed solely based in New York; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over Deep Focus, either specific or general, in jurisdictions other than New York. These Terms shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. Any claim or dispute between you and Deep Focus that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in New York County, New York State. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Deep Focus's failure to assert any right or provision under

these Terms shall not constitute a waiver of such right or provision. The section titles in these Terms are solely used for convenience and have no legal or contractual significance. Deep Focus reserves the right to amend these Terms at any time and without notice, and it is your responsibility to periodically review these Terms for any changes. Your use of the Website following any amendment of these Terms will signify your assent to and acceptance of its revised terms. YOU AND DEEP FOCUS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.