

TERMS OF USE

SUBMISSIONACCESS.COM

TERMS OF USE

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PLEASE READ THESE TERMS OF USE (“Terms” or “Agreement”) CAREFULLY. THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SITE (as defined below). BY ACCESSING OR USING THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS, WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE ANY DISPUTE, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, PLEASE DO NOT ACCESS AND/OR USE THE SITE.

BY ACCESSING THE SITE, SUBMITTING MATERIALS AND/OR CHECKING ANY BOX(ES) INDICATING ACCEPTANCE OF TERMS, CONDITIONS AND POLICIES, YOU REPRESENT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE, THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO A BINDING AGREEMENT, AND THAT YOU IRREVOCABLY AGREE TO BE BOUND BY SUCH TERMS, CONDITIONS AND POLICIES.

INTRODUCTION AND OVERVIEW

These Terms govern all use of the website owned by located at www.submissionaccess.com (the “Site”) and any services or products associated with, available on and/or delivered through the Site. Hit List, LLC, a Wyoming limited liability company (“Company”), owns and operates the Site, and the words “Company”, “we”, “us” and “our” used in these Terms refer to Company. Company makes the Site available for its own benefit and that of its parent, subsidiaries, related and affiliated entities, and the successors, assigns and licensees of the foregoing (“Company Affiliates”).

NOTICE OF ARBITRATION: THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

The Site is for your personal, non-commercial use. You shall not make a derivative work of the Site for any purpose, nor shall you engage in data mining or similar data gathering in relation to the Site.

These Terms, including, without limitation, all other operating rules, policies, and procedures relevant to the Site, which are incorporated by reference herein, may be modified by us from time to time. Any subsequent changes by us to the Site shall be subject to the Terms. We reserve the right, at our sole discretion and at any time, to amend, modify or replace any part of the Terms. It is your responsibility to check the Terms periodically for changes, including the date first appearing above, to ensure that you have reviewed the most recent version of the Terms. Your continued use of or access to the Site following the posting of any changes to the Terms constitutes acceptance of the modified Terms.

All personal information, professional information, ideas for literary or entertainment programming, audio, audiovisual, photographic and/or other works or content, stories, formats, plots, scripts, takes, treatments or other literary or creative materials, characters, drawings, or any other information, ideas, proposals, suggestions or content which you voluntarily submit or otherwise provide to Company (“Materials”) are governed by Company’s Submission Agreement (“Submission Agreement”) which

users must review, acknowledge and accept as a condition of submitting any Materials. In the event of a conflict between the Submission Agreement and these Terms, the Submission Agreement shall control.

PURPOSE OF THE SITE

The Site exists for the limited purpose of allowing users, subject to specified terms, conditions and requirements, to submit Materials to us for consideration.

ACCESS TO THE SITE

Company reserves the right to suspend, terminate or restrict access to the Site at any time, without notice or liability.

PERMITTED USE OF THE SITE

You may use the Site solely for lawful purposes and solely to submit Materials in accordance with the Submission Agreement. Any other use of the Site is strictly prohibited.

UNACCEPTABLE CONDUCT

It is a condition of your use of the Site, and any products or services made available on or through the Site, that you do not:

- Submit unlawful, infringing or harmful content or materials;
- Interfere with the right of any other user to use and enjoy the Site;
- Collect information about other users or third parties via the Site or use any such information for the purpose of transmitting or facilitating transmission of unauthorized or unsolicited advertising, junk email, spam, or bulk email, or any other form of unauthorized solicitation;
- Take actions that may undermine the integrity and accuracy of any ratings or reviews of the Site or any products or services made available on or through the Site;
- Engage in the systematic retrieval of data or other content from the Site;
- Attempt to gain unauthorized access to computer systems or networks connected to the Site;
- Provide false, fictitious or misleading information or conceal your identity or location if you provide personal information in association with use of the Site; or
- Use the Site for unlawful purposes.

USER REPRESENTATIONS, WARRANTIES AND INDEMNITIES

You hereby irrevocably represent, warrant, covenant and agree as follows: (i) you have the full right, power and authority to accept the Terms and use the Site subject to the terms and conditions set forth herein, all of which shall be binding not only on you but on any and all persons and/or entities on whose behalf you are acting; (ii) the consent of no other person or entity is necessary for you to accept and fully perform under the Terms; and (iii) you are at least eighteen (18) years of age and otherwise have full capacity to enter into, be fully bound by and fully perform under the Terms. You agree to indemnify, defend and hold harmless Company, all Company Affiliates, their respective parents, related and affiliated entities, subsidiaries, successors, assigns and licensees, and the officers, directors, members, shareholders, owners, employees, representatives and agents of each of the foregoing (“**Indemnified**

Parties”), from and against all claims, demands, causes of action, costs, expenses, losses, damages and judgments, including, without limitation, reasonable attorneys’ fees, arising out of or resulting from any breach of your representations, warranties, obligations or agreements hereunder. Further, if any third party brings a claim against any or all of the Indemnified Parties related to your use of, or actions through, or content or information submitted through, the Site, including, without limitation, Materials, you will indemnify, defend and hold such Indemnified Parties harmless from and against all such claims, demands, causes of action, costs, expenses, losses, damages and judgments, including, without limitation, reasonable attorneys’ fees, arising out of or resulting therefrom.

ACCESSIBILITY

Company endeavors to provide an accessible website. If you experience accessibility issues, please contact us at hitlistlegal@gmail.com.

PRIVACY AND DATA PROTECTION

Personal information is collected and processed in accordance with Company’s Privacy Policy, which you should fully and carefully review. You acknowledge that your information may be processed in the United States.

OWNERSHIP; PROPRIETARY RIGHTS

The Site is a copyrighted work belonging to Company. Any trademarks or service marks appearing on the Site are owned by Company, Company Affiliates or the indicated third parties, and cannot be used by you without the prior written consent of the trademark owner.

Any unauthorized use of the Site, including reproduction for purposes other than those noted above, modification, distribution or republication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of a duly authorized representative of Company is strictly prohibited. You agree that you will not use any robot, spider, other automatic device or manual process to monitor or copy the Site without prior written permission of our duly authorized representative.

DISCLAIMER OF WARRANTY

EXCEPT AS OTHERWISE EXPRESSLY INDICATED, COMPANY HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR PROMISES, AND YOU HAVE NOT RELIED UPON ANY SUCH REPRESENTATION, WARRANTY, STATEMENT OR PROMISE IN ACCESSING OR USING THE SITE, OR WITH RESPECT TO ANYTHING OFFERED ON OR THROUGH THE SITE. THE SITE AND ANY INFORMATION THAT IS ACCESSED OR DELIVERED THROUGH THE SITE OR ANY SERVICE DERIVED THEREFROM ARE PROVIDED “AS-IS” AND COMPANY SHALL HAVE NO LIABILITY FOR ANY ERRORS OR OMISSIONS, INCLUDING WITH RESPECT TO INFORMATION REGARDING ANY PROCESS, SERVICE OR PRODUCT OFFERED ON OR THROUGH THE SITE.

COMPANY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND TITLE, WITH RESPECT TO THE SITE AND ANY PRODUCT OR SERVICE OFFERED ON OR THROUGH THE SITE. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT ACCESS TO AND USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR ENTIRELY SECURE. YOU BEAR ALL RISK ASSOCIATED WITH ANY USE OF THE INTERNET OR OTHER MEANS OF DATA TRANSMISSION, AND COMPANY DISCLAIMS ALL

RESPONSIBILITY AND LIABILITY IN CONNECTION WITH SUCH USE. COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY MATERIALS OR INFORMATION OFFERED ON OR THROUGH THE SITE. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SITE IS DONE AT YOUR SOLE DISCRETION AND RISK. TO THE EXTENT COMPANY CANNOT DISCLAIM ANY WARRANTY CONTAINED HEREIN AS A MATTER OF LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMISSIBLE UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

NEITHER COMPANY NOR ANY COMPANY AFFILIATES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES) THAT RESULT FROM YOUR USE OF OR INABILITY TO ACCESS OR USE THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN NO EVENT SHALL THE LIABILITY OF COMPANY OR ANY COMPANY AFFILIATES UNDER THE TERMS OR RELATING TO THE SITE OR ANY PRODUCT OR SERVICE OFFERED ON OR THROUGH THE SITE, EXCEED US\$100. WE SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND OUR REASONABLE CONTROL. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, COPYRIGHT, TRADEMARK OR ANY OTHER LEGAL THEORY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF CONTENT OR SERVICES OF ANY THIRD PARTY. THE FOREGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED OR LIMITED BY APPLICABLE LAW.

DISPUTE RESOLUTION AND ARBITRATION

Please notify us if you believe you have any problem or dispute that relates to the Site or the Terms.

Any dispute arising out of the Terms shall be resolved by binding arbitration under the Federal Arbitration Act, except where prohibited by law.

YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THE TERMS.

THIRD-PARTY LINKS

The Site may contain links to third-party websites, applications and services. Third-party websites, applications and services are not under our control. As applicable, we provide access to these websites, applications and services only as a convenience to you, and you should review the Terms of Use or Service and Privacy Policy of such third-party websites, applications or services when on their website or application, or when otherwise using their services, as you will be subject to such terms and policies.

GOVERNING LAW AND VENUE

The validity, interpretation and legal effect of the Terms shall be governed by the laws of the State of New York applicable to contracts entered into and wholly performed entirely therein, without regard to

principles of conflicts of law, or, if appropriate, the federal laws of the United States of America. Venue shall lie exclusively in the state or federal courts located in New York, New York.

ELECTRONIC COMMUNICATIONS

You consent to receiving communications electronically and agree such communications satisfy legal requirements.

MISCELLANEOUS

The Terms constitute the entire agreement between you and Company concerning the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, warranties, both written and oral, with respect to the subject matter hereof; provided, however, for the avoidance of doubt, the Terms shall not be deemed to supersede or modify the Submission Agreement. The Terms may only be modified by a written amendment signed by our authorized representative or by our posting of a revised version of the Terms on the Site. If any term or provision of the Terms is held to be invalid or unenforceable, the remaining terms and provisions shall continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the original intent and substance of such invalid provision. A waiver by any party of any term or condition of the Terms or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. We reserve the right to assign the Terms to a third party at any time; your interests may not be assigned without our prior written consent. The Terms will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

CONTACT

If you have any questions about the Terms, you may contact us at hitlistlegal@gmail.com.