

Introduction

Please read these Terms of Service ("Terms") carefully. They contain the legal terms and conditions that govern your use of services provided to you by Visualive, including information, text, images, graphics, videos, data or other materials ("Content") and products and services provided through www.visualive.tv as well as all elements, software, programs and code forming or incorporated in to www.visualive.tv (the "Service"). This Service is operated by LiveVibes LLC ("Visualive"). Visualive is also referred to in these Terms as "we", "our", and "us".

By using our Service, you agree to be bound by Section I of these Terms ("General Terms"), which contains provisions applicable to all users of our Service, including visitors to the Visualive website (the "Site"). If you choose to register as a member of our Service, you will be asked to check a box indicating that you have read, and agree to be bound by, the additional terms set forth in Section II of these Terms ("Additional Terms").

Section I: General Terms

1. Availability

This Service is provided by Visualive on an "AS IS" and "AS AVAILABLE" basis and Visualive reserves the right to modify, suspend or discontinue the Service, in its sole discretion, at any time and without notice. **You agree that Visualive is and will not be liable to you for any modification, suspension or discontinuance of the Service.**

2. Privacy

Visualive has a firm commitment to safeguarding your privacy. Please review Visualive's Privacy Policy. The terms of Visualive's privacy policy are incorporated into, and form a part of, these Terms.

3. Trademarks

All brand, product and service names used in this Service which identify Visualive or third parties and their products and services are proprietary marks of Visualive and/or the

relevant third parties. Nothing in this Service shall be deemed to confer on any person any license or right on the part of Visualive or any third party with respect to any such image, logo or name.

4. Copyright

Visualive is, unless otherwise stated, the owner of all copyright and data rights in the Service and its contents. Individuals who have posted works to Visualive are either the copyright owners of the component parts of that work or are posting the work under license from a copyright owner or his or her agent or otherwise as permitted by law. You may not reproduce, distribute, publicly display or perform, or prepare derivative works based on any of the Content including any such works without the express, written consent of Visualive or the appropriate owner of copyright in such works. Visualive does not claim ownership rights in your works or other materials posted by you to Visualive (Your Content). You agree not to distribute any part of the Service other than Your Content in any medium other than as permitted in these Terms of Service or by use of functions on the Service provided by us. You agree not to alter or modify any part of the Service unless expressly permitted to do so by us or by use of functions on the Service provided by us.

5. Reporting Copyright Violations

Visualive respects the intellectual property rights of others and expects users of the Service to do the same. At Visualive's discretion and in appropriate circumstances, Visualive may remove Your Content submitted to the Site, terminate the accounts of users or prevent access to the Site by users who infringe the intellectual property rights of others. If you believe the copyright in your work or in the work for which you act as an agent has been infringed through this Service, please contact Visualive for notice of claims of copyright infringement at violations@visualive.tv. You must provide us with substantially the following information, which Visualive may then forward to the alleged infringer (see 17 U.S.C. 512 (c)(3) for further details):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. 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.
3. 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.

4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. 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.
6. 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.

Please see Visualive's Copyright Policy for further information and details.

Copyright Policy:

Claims of Copyright Infringement

Visualive respects the intellectual property rights of others, and we ask our users to do the same. Visualive may, in its sole discretion, terminate the accounts of users who violate others' intellectual property rights.

If you believe that your work has been copied in a way that constitutes infringement on Apple's web site, please provide the following information to Apple's Copyright Agent:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- 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;

a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

6. External Links

Visualive may provide links to third-party websites or resources. You acknowledge and agree that Visualive is not responsible or liable for: the availability or accuracy of such websites or resources; or the Content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Visualive of such websites or resources or the Content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

7. Third Party Software

As a convenience, we may make third-party software available through the Service. To use the third-party software, you must agree to the terms and conditions imposed by the third party provider and the agreement to use such software will be solely between you and the third party provider. By downloading third party software, you acknowledge and agree that the software is provided on an "AS IS" basis without warranty of any kind. In no event shall Visualive be liable for claims or damages of any nature, whether direct or indirect, arising from or related to any third-party software downloaded through the Service.

8. Conduct

You agree that you shall not interfere with or disrupt (or attempt to interfere with or disrupt) this Service or servers or networks connected to this Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this Service; or provide any information to Visualive that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose. Visualive does not endorse any content placed on the Service by third parties or any opinions or advice contained in such content. You agree to defend, indemnify, and hold harmless Visualive, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and expert fees, arising out of or in any way connected with your access to or use of the Services, or your violation of these Terms.

9. Disclaimer of Warranty and Limitation of Liability

VISUALIVE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AS TO THE OPERATION OF THE SERVICE, OR THE CONTENT OR PRODUCTS, PROVIDED THROUGH THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. VISUALIVE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW. VISUALIVE MAKES NO WARRANTY AS TO THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SERVICE. YOU SPECIFICALLY ACKNOWLEDGE THAT VISUALIVE IS NOT LIABLE FOR YOUR DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT, OR SUCH CONDUCT BY THIRD PARTIES, AND YOU EXPRESSLY ASSUME ALL RISKS AND

RESPONSIBILITY FOR DAMAGES AND LOSSES ARISING FROM SUCH CONDUCT. EXCEPT FOR THE EXPRESS, LIMITED REMEDIES PROVIDED HEREIN, AND TO THE FULLEST EXTENT ALLOWED BY LAW, VISUALIVE SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF VISUALIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON CERTAIN WARRANTIES OR DAMAGES. THEREFORE, SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL VISUALIVE'S AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNTS PAID BY YOU TO VISUALIVE PURSUANT TO THIS AGREEMENT.

10. Amendment of the Terms

We reserve the right to amend these Terms from time to time in our sole discretion. If you have registered as a member, we shall notify you of any material changes to these Terms (and the effective date of such changes) by sending an email to the address you have provided to Visualive for your account. For all other users, we will post the revised terms on the Site. If you continue to use the Service after the effective date of the revised Terms, you will be deemed to have accepted those changes. If you do not agree to the revised Terms, your sole remedy shall be to discontinue using the Service.

11. General

These Terms constitute the entire agreement between Visualive and you with respect to your use of the Service. Visualive's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If a court should find that one or more provisions contained in these Terms is invalid, you agree that the remainder of the Terms shall be enforceable. Visualive shall have the right to assign its rights and/or delegate its obligations under these Terms, in whole or in part, to any person or business entity. You may not assign your rights or delegate your obligations under these Terms without the prior written consent of Visualive. These Terms shall be governed by and construed in accordance with the laws of the State of South Carolina. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the state and federal courts of the State of South Carolina.

12. Comments

If you have any comments or questions about the Service please contact us by email at contact@visualive.tv.

Section II: Additional Terms

13. Registration

To register as a member of the Service or purchase products, you must be 18 years or lawfully permitted to enter into and form contracts under applicable law. In no event may minors submit Content to the Service. You agree that the information that you provide to us upon registration, at the time of purchase, and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. This is especially important with respect to your email address, since that is the primary way in which we will communicate with you about your account and your orders.

14. Password

When you register as a member you will be asked to provide a password. You are responsible for safeguarding the password and you agree not to disclose your password to any third party. You agree that you shall be solely responsible for any activities or actions under your password, whether or not you have authorized such activities or actions. You shall immediately notify Visualive of any unauthorized use of your password.

15. Submitting Content

Artist Materials - As a registered member of the Service, you will also be granted the privilege of submitting certain materials (including links to third-party content) on areas of the Service accessible and viewable by the public. This includes types of Your Content, known as "Vibes," for display on the Visualive Network, and any information or links posted on the Visualive.tv website. You agree that any use by you of such features, including any materials submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. You also agree that you have obtained all necessary rights and licenses. You agree to provide accurate and complete information in connection with

your submission of any materials on the Service. You hereby grant Visualive a worldwide, royalty-free, nonexclusive license to use such materials as part of the Service, and in relation to Products, without any compensation or obligation to you. Visualive reserves the right to not post or publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability.

16. Copyright in Your Content

Visualive does not claim ownership rights in Your Content. For the sole purpose of enabling us to make your Content available through the Service, you grant to Visualive a non-exclusive, royalty-free license to reproduce, distribute, re-format, store, prepare derivative works based on, and publicly display and perform Your Content. Please note that when you upload Content, third parties will be able to copy, distribute and display your Content using readily available tools on their computers for this purpose although other than by linking to your Content on Visualive any use by a third party of your Content could violate paragraph 4 of these Terms and Conditions unless the third party receives permission from you by license.

17. Monitoring Content

Visualive has the right, but no obligation to monitor Content you may upload, post or otherwise transmit using the Service for any purpose. You acknowledge that you are solely responsible for all Content and material you upload, post or otherwise transmit using the Service.

18. Storage Policy

At this time, Visualive provides free online storage of Your Content to registered members of the Service. However, you acknowledge and agree that Visualive may, at its option, establish limits concerning your use of the Service, including without limitation the maximum number of days that Your Content will be retained by the Service, the maximum size of any Content files that may be stored on the Service, the maximum disk space that will be allotted to you for the storage of Content on Visualive's servers. Furthermore, you acknowledge that Visualive reserves the right to terminate or suspend accounts that are inactive, in Visualive's sole discretion, for an extended period of time (thus deleting or suspending access to your Content). Without limiting the generality of Section 9, Visualive shall have no responsibility or liability for the deletion or failure to store any Content maintained on the Service and you are solely responsible for creating back-ups of Your Content. You further acknowledge that Visualive reserves the right to modify its storage policies from time to time, with or without notice to you.

19. Conduct

You are responsible for all of Your Content you upload, download, and otherwise copy, distribute and display using the Service. You must have the legal right to copy, distribute and display all parts of any content that you upload, download and otherwise copy, distribute and display. Content provided to you by others, or made available through websites, magazines, books and other sources, are protected by copyright and should not be uploaded, downloaded, or otherwise copied, distributed or displayed without the consent of the copyright owner or as otherwise permitted by law. Please refer to Visualive's Copyright Policy for further details.

You agree not to use the Service:

1. for any unlawful purposes;
2. to upload, post, or otherwise transmit any material that is obscene, offensive, blasphemous, pornographic, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;
3. to upload, post, or otherwise transmit any material that infringes any copyright, trade mark, patent or other intellectual property right or any moral right or artist's right of any third party including, but not limited to, Visualive or to facilitate the unlawful distribution of copyrighted content or illegal content;
4. to harm minors in any way, including, but not limited to, uploading, posting, or otherwise transmitting content that violates child pornography laws, child sexual exploitation laws or laws prohibiting the depiction of minors engaged in sexual conduct, or submitting any personally identifiable information about any child under the age of 13;
5. to forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
6. to upload, post, or otherwise transmit any material which is likely to cause harm to Visualive or anyone else's computer systems, including but not limited to that which contains any virus, code, worm, data or other files or programs designed to damage or allow unauthorized access to the Service which may cause any defect, error, malfunction or corruption to the Service;
7. to sell access to the Visualive on any other website or to use the Visualive content on another website for the primary purpose of gaining advertising or subscription revenue other than a personal blog or social network where the primary purpose is to display content from Visualive by hyperlink and not to compete with Visualive.

20. Suspension and Termination of Access and Membership

You agree that Visualive may at any time, and without notice, suspend or terminate any part of the Service, or refuse to fulfill any order, or any part of any order or terminate

your membership and delete any Content stored on the Visualive Site, in Visualive's sole discretion, if you fail to comply with the Terms or applicable law.

21. Purchase of Services

Visualive accepts these forms of payment: payments through your PayPal account and the Visualive Currency, quantified as Credits. If a PayPal account is being used for a transaction, Visualive may obtain preapproval for an amount up to the amount of the order. Billing occurs at the time of or shortly after your transaction. Your order may be authorized and billed in increments during one purchasing session, so it may appear as multiple orders on your statement.

You agree that you will pay for all products you purchase through the Services, and that Apple may charge PayPal account or Visualive Currency **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING Visualive WITH VALID PAYPAL ACCOUNT DETAILS FOR PAYMENT OF ALL FEES.** All fees will be billed to the PayPal account you designate during the purchase or registrations process.

22. Visualive refund policy

If for any reason you choose to end services, such as a Visualive Billboard Campaign or Vibe, Visualive Currency will be refunded for an amount of credits equal to the value of the remaining campaign. Visualive Currency, however, may not be refunded for cash or monetary value. Visualive Currency may not be refunded as a PayPal transfer. All PayPal transactions are final. Visualive Credits expire after one year and may not be redeemable for new credits or a PayPal refund transfer once they expire.

If technical problems prevent or unreasonably delay delivery of your services, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Visualive.

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. **YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER**

INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.