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You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the MM Site. You are responsible for maintaining the confidentiality of your MM Site password and you are solely responsible for all activities that occur under your password. You agree to notify MM immediately of any unauthorized use of your password or any other breach of security related to the MM Site. MM reserves the right to require you to change your password if MM believes that your password no longer is secure.

3. Prohibited Uses

You agree not to use the MM Site (a) in a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law; (b) to stalk, harass, or harm another individual; (c) to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or (d) to interfere with or disrupt the MM Site or servers or networks connected to the MM Site. You further agree not to (1) use any data mining, robots, or similar data gathering or extraction methods in connection with the MM Site; or (2) attempt to gain unauthorized access to any portion of the MM Site or any other accounts, computer systems, or

networks connected to the MM Site, whether through hacking, password mining, or any other means.

4. Termination

MM may terminate, suspend, or modify your registration with, or access to, all or part of the MM Site, without notice, at any time and for any reason. You may discontinue your participation in and access to the MM Site at any time. If you breach any of these Terms of Use, your authorization to use the MM Site automatically terminates.

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Certain areas of the MM Site may permit you to upload information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials (each, a User Content). By uploading User Content; MM may, but is not

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By submitting any User Content, you represent and warrant that:

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- D. your User Content does not violate any law (including, but not limited to, those governing export control, consumer protection, copy right or trademark infringement, unfair or deceptive trade practice, anti-discrimination, or false advertising);
- E. your User Content is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;

- F. your User Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- G. your User Content does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- H. you are solely responsible for the content of all information you contribute, link to, or otherwise upload to MM Site; and
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11. Linking to This Site

You may create links to this Site from other websites, but only in accordance with the following terms and in compliance with all applicable laws.

Absent MM's written authorization otherwise, a website that links to this Site:

- A. May link to, but shall not replicate, any content of the MM Site (including any MM logo);
- B. Shall not create a browser or border environment around any content of the MM Site;
- C. Shall not imply that MM endorses such website or any products, services, or content available through such website;
- D. Shall not misrepresent its relationship with MM;
- E. Shall not present false or misleading information about MM, its products, or its services;
- F. Shall not contain content that could be construed as distasteful, offensive, or controversial; and
- G. shall contain only content that is appropriate for all age groups.

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Memorial Media, LLC

Email: _____ (need email address to handle complaints)

Your written notice must: (a) contain your physical or electronic signature; (b) identify the copyrighted work or other intellectual property alleged to have been infringed; (c) identify the allegedly infringing material in a sufficiently precise manner to allow MM to locate that material; (d) contain adequate information by which MM can contact you (including postal address, telephone number, and e-mail address); (e) contain a statement that you have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law; (f) contain a statement that the information in the written notice is accurate; and (g) contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

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You agree to indemnify, defend, and hold harmless the MM Parties from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys fees) that such parties may incur as a result of or arising from your (or anyone using your account) violation of these Terms of Use. MM reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with MM's defense of such claim.

16. Electronic Communications

When you visit the Site or send e-mails to MM, you are communicating with MM electronically. MM may respond to you by e-mail or by posting notices on the Site. You agree that all such notices, disclosures, and other communications that MM provides to you electronically satisfy any legal requirement that such communications be in writing.

17. General

These Terms of Use constitute the entire and exclusive and final statement of the agreement between you and MM with respect to the subject matter hereof, superseding any prior agreements or negotiations between you and MM with respect to such subject matter. The law of the State of New Hampshire shall be used to govern, construe and enforce all rights and duties of the

parties arising from or in any way relating to the subject matter of these Terms of Use including, without limitation, the performance, construction interpretation and enforcement thereof.

All lawsuits arising from or relating to these Terms of Use shall be brought in the Federal or State courts located in Hillsborough or Merrimack County, New Hampshire and you hereby irrevocably submit to the exclusive jurisdiction of such courts for such purpose. The failure of MM to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of MM and you as reflected in the provision, and that the other provisions of these Terms of Use remain in full force and effect. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. These Terms of Use shall remain in full force and effect notwithstanding any termination of your use of the MM Site. These Terms of Use will be interpreted without application of any strict construction in favor of or against you or MM. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by MM without restriction.

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MM may, in its sole and absolute discretion, change these Terms of Use from time to time. MM will post notice of such changes on the applicable Site. If you object to any such changes, your sole recourse shall be to cease using the MM Site. Continued use of the MM Sites following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Certain provisions of these Terms of Use may be superseded by expressly-designated legal notices or terms located on particular pages of the MM Site and, in such circumstances, the expressly-designated legal notice or term shall be deemed to be incorporated into

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