



myndmatch

www.myndmatch.com

TERMS OF SERVICE AGREEMENT

This document provides the Terms of Service Agreement between Mynd Match Incorporated, 333 S. Wabash Avenue, Ste. 2700, Chicago, IL 60604

Mynd Match, Inc. Terms of Service

Mynd Match, Myndmatch.com and its affiliates, successors, parents, subsidiaries, assigns, licensees, and designees (collectively and individually "Myndmatch.com") encourages and promotes the Myndmatch.com website (the "Service") as an environment that fosters interaction and participation among its members ("Members"). Members should thus feel free to express themselves. However, Members should keep comments and contributions within the community values of the Service and must comply with applicable laws and these terms of service (the "Terms of Service").

The Service is provided by Myndmatch.com to you ("you" or "Member"), subject to the Terms of Service, and other terms and conditions that may be published by Myndmatch.com from time to time on the Service. Myndmatch.com may change, suspend or discontinue the Service at any time without prior notice to its Members. Myndmatch.com may also impose limits on certain features or services contained in the Service without prior notice.

MEMBERS WHO VIOLATE THE TERMS OF SERVICE MAY PERMANENTLY BE BANNED FROM USING THE SERVICE.

Please read the Terms of Service carefully. By using the Service, you agree to the terms and conditions outlined below. If you do not agree to these terms and conditions, please do not use the Service. Myndmatch.com reserves the right to change, modify, add or remove portions of the Terms of Service at any time, in its sole discretion. If you continue to use the Service after Myndmatch.com has posted changes to the Terms of Service, it means you have accepted those changed terms.

Conduct and Content

Software files, text, sounds or other information (collectively, "Content") transmitted, posted, linked or uploaded on or through the Service by Members may not be abusive, defamatory, obscene, fraudulent, in violation of applicable laws, or otherwise offensive to other Members, and must comply with Myndmatch.com's etiquette Rules.

By transmitting, posting, linking or uploading Content to any part of the Service, you represent and warrant that neither your content nor any parts thereof infringe upon the copyright or any other statutory or common-law intellectual property rights (including without limitation trademark, service mark, and trade name rights), proprietary rights (including without limitation trade secrets), or rights of privacy or publicity of any third party.

You hereby grant to Myndmatch.com a non-exclusive, worldwide, perpetual fully paid-up license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, transmit and display such Content (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any Rights that may exist in such Content.

You acknowledge that by providing you with the ability to distribute your Content, the Service is acting as a passive conduit for such distribution and Myndmatch.com is not undertaking any obligation or liability relating to any Content or activities of its Members. Myndmatch.com cannot prevent Members from placing prohibited content on the Service. Furthermore, Myndmatch.com may elect at its sole discretion to monitor some, all, or no areas of the Service for adherence to these terms of service or other terms and conditions that may be published by Myndmatch.com from time to time. Upon notification of inappropriate material, Myndmatch.com reserves the right, but not the responsibility to remove the Content from the Service. Myndmatch.com further reserves the right to stop a member from accessing the Service upon receipt of complaints about the member's contributions and participation on the Service. Myndmatch.com is not responsible for any unauthorized distribution of private/confidential information.

You must evaluate, and bear the risk associated with, the accuracy, completeness or usefulness of any Content posted by you to the Service. Myndmatch.com does pre-screen Content as a matter of policy, but Myndmatch.com reserves the right, but not the responsibility, to remove Content which is deemed in Myndmatch.com's sole discretion harmful, offensive, inaccurate or otherwise in violation of the Terms of Service or any rules or policies Myndmatch.com has in place at the time.

Ownership of Content. Some of the Services allow you to submit content or other information. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload or otherwise submit content to our Services, you give Myndmatch.com a worldwide license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such content. You should be aware any private or confidential data that is uploaded has the potential to be accessed by other users. You should not post any information that is confidential or you otherwise wish to keep private.

Proprietary Rights to Content. You acknowledge that Myndmatch.com content, including but not limited to: text, sounds, photographs, graphics or other material contained in any Myndmatch.com communication, advertisements or messages, whether by Myndmatch.com or its agents, service and software are protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws. You are only permitted to use content, service or software as expressly authorized by Myndmatch.com or its agents, as the case may be.

Copyright Regulations

Everything you see or read on the Service is owned by us or used with permission. You may not copy, use, or retransmit anything for the Service without our express written permission. Furthermore, you are not allowed to post or distribute any material you do not own or which you do not have permission to use. Violation of this policy may result in copyright, trademark, or other intellectual property rights violation and subject you to civil or criminal penalties.

Myndmatch.com respects the intellectual property of others, and we ask you to do the same. Myndmatch.com is in compliance with the Digital Millennium Copyright Act. In order to protect the intellectual property of people from misuse we ask you to help us. If you believe that your work has been copied in a way that constitutes copyright infringement and is accessible on the Service, please provide Myndmatch.com the following information:

- An electronic or physical signature of the owner of the copyright or 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 including the URL (i.e., Internet address) or other specific location on the Service where the material that you claim is infringing is located, including enough information to allow us to locate the material and why you believe an infringement has taken place.
- A description of the location where the original or an authorized copy of the copyrighted work exists, for example the URL (i.e., Internet address) where it is posted or the name of the book in which it has been published.
- 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 information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Myndmatch.com notice of claims of copyright infringement can be reached as follows:

Mynd Match, Inc.
333 S. Wabash Avenue, Ste. 2700
Chicago, IL 60604

General

These Terms of Service constitute the entire understanding of you and Myndmatch.com with respect to the subject matter hereof. There are no understandings, agreements, conditions or representations, oral or written, express or implied, with reference to the subject matter hereof that are not merged herein, expressly referenced herein, or superseded hereby.

Nothing contained in these Terms of Service shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise between you and Myndmatch.com.

The provisions of these Terms of Service are independent of each other and the invalidity of any provision or a portion thereof shall not affect the validity or enforceability of any other provision. In the event that any particular provision is found to be invalid or unenforceable, such provision shall be deemed to have been replaced with a valid and enforceable provision that approximates as closely as possible the intent of you and Myndmatch.com as reflected in the original provision.

Any delay or failure on the part of Myndmatch.com to enforce any rights hereunder to which it may be entitled shall not be construed as a waiver of the right and privilege to do so at any subsequent time.

You indemnify and hold harmless Myndmatch.com, and the officers, directors, employees, partners, principals, agents and representatives of Myndmatch.com, against and in respect to any and all demands, claims, actions or causes of action, liabilities, losses, and expenses, including reasonable attorneys' fees, arising out of or relating to any breach by you of any covenant, representation or warranty made pursuant to these Terms of Service.

All provisions which must survive in order to give effect to their meaning, shall survive any expiration or termination of these Terms of Service, including without limitation all of your representations, warranties and indemnification obligations.

The Terms of Service shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of laws principles. You and Myndmatch.com consent to the exclusive jurisdiction and venue of the state and federal courts located in Winnebago County for resolution of any and all disputes arising out of or related to the Terms of Service.

Limitation of Liability

To the full extent permissible under the applicable law, Myndmatch.com shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use the Service.

In no event shall Myndmatch.com have any liability for any incidental, consequential, or indirect damages (including, but not limited to, damages relating to loss of business, profits, goodwill, data, programs or information, and the like) arising out of the use of or inability to use the Service or any information, advice, or services provided on or downloaded from the Service or accessed on the Internet from the Service, even if advised of the possibility of such damages and regardless of the cause of action under which such damages are sought, including, without limitation, breach of contract, negligence or other tort. Because some states do not allow the exclusion of implied warranties or the limitation of liability for sequential or incidental damages, the above exclusions and limitations may not apply to you. In such states, Myndmatch.com's liability is limited to the greatest extent permitted by law.

The Service contains links to third-party World Wide Web sites and other resources. Myndmatch.com assumes no responsibility for the availability or content of these outside sites and resources. Therefore, any concerns a member may have regarding any other site should be directed to the relevant site administrator or Webmaster.

The information, advice, facts, opinions or other content appearing on the Service posted by Members or third parties are those of the respective authors and do not reflect the views of Myndmatch.com. Myndmatch.com assumes no responsibility or liability for these materials.

Disclaimer of Warranties

Everything on the Service is provided to you "AS IS" and "AS AVAILABLE." Myndmatch.com does not make any express or implied warranties, representations or endorsements whatsoever (including, without limitation, warranties of title or non-infringement or the implied warranties of merchantability or fitness for a particular purpose) with respect to the Service, any products, merchandise, information or services provided through or advertised on the Service, or the accuracy or results obtained from the use of any products, merchandise, or information or services provided through or advertised on the Service. Myndmatch.com does not guarantee or warrant that any files available for downloading through the Service will be free of infection by viruses or other code that may contain contaminating or destructive properties.

Links to Third Party Sites

Any third-party sites to which the Service may link are not under Myndmatch.com's control, and Myndmatch.com does not assume any responsibility or liability for any information, Myndmatch.com content, communications or materials available on such third-party sites. Absent express language to the contrary, Myndmatch.com does not intend links contained on the Service to be referrals to, or endorsements of, the linked third-party sites or the entities that operate them, and such links are provided for convenience only.

Privacy

Myndmatch.com believes that communities can only truly be built through interaction and participation among community Members based on trust, privacy and freedom of expression.

Information Collection

Whether you enroll online or are just a visitor, we are very careful with what we do with your information. Collection of information is usually grouped into two categories: personally identifiable information (PII), which is information identifiable to a specific member, and aggregate information, which is general demographic information that does not identify any individual member Myndmatch.com may use or disclose aggregate information for any purpose.

Myndmatch.com collects personally identifiable information (PII) from our users at several different points on our Web site. PII includes your name, email address, home or other address (like the school you attend), or any other information that tells another person who you are.

Registration

In order to use certain services of this Web site, you must first complete the registration form and create a user name and password. During registration you are required to provide contact information (such as name and valid email address). We use this information to contact you about the services on our site in which you have expressed interest.

You must submit certain demographic information (e.g. gender, date of birth) to us; other demographic information is optional. We encourage you to submit optional information so we can provide you a more personalized experience on our site:

- Myndmatch.com may also use your profile to generate aggregate reports and market research.
- Members can modify registration data associated with their account, and can control selected private information from being disclosed on their personal page.
- Notes and online chat communications are retained and are only accessible by the designated recipients, except that Myndmatch.com personnel involved in maintenance of the system may have access to them.

Mynd Match, Inc. is the sole owner of the information collected on Myndmatch.com.

Surveys or Contests

From time-to-time we may provide you the opportunity to participate in contests or surveys on our site. If you participate, we will request certain personally identifiable information from you. Participation in these surveys or contests is completely voluntary and you therefore have a choice whether or not to disclose this information. The requested information typically includes contact information (such as name and shipping address), and demographic information (such as zip code).

We may use a third party service provider to conduct these surveys or contests; those companies are prohibited from using our users' personally identifiable information for any other purpose. We will not share any personally identifiable information that you provide to us without your express permission, which you can change or update on your account settings.

How we use our members' personal information

Our policy regarding this information is simple: Myndmatch.com may use personally identifiable information to deliver more relevant marketing offers to you through email or on our site

We may share your personal information with other third parties for purposes of providing you with more targeted offers and promotions, unless you have opted out of receiving third party offers. Out of respect for your privacy, we present the option not to receive these types of communications and offers. Please see the "Choice and Opt-out" section.

Account Alerts

If you wish to subscribe to our account alerts, we will use your name and email address to send alerts to you. Account alerts notify you of changes to your accounts, such as receipt of new notes and payment confirmations. Out of respect for your privacy, we provide you a way to unsubscribe. Please see the "Choice and Opt-out" section.

Service-related Announcements

We will send you strictly service-related announcements on rare occasions when it is necessary to do so. For instance, if our service is temporarily suspended for maintenance, we might send you an email. Generally, you may not opt-out of these communications, which are not promotional in nature. If you do not wish to receive them, you have the option to deactivate your account.

Customer Service

Based upon the personally identifiable information you provide us, we will send you a welcoming email to verify your username and password. We will also communicate with you in response to your inquiries, to provide the services you request, and to manage your account.

Profile

We store information that we collect through cookies, log files, clear images to create a "profile" of your preferences. We tie your personally identifiable information, and your purchasing history, to information in the profile, in order to provide tailored promotions and marketing offers and to improve the content of the site for you.

Information Sharing and Disclosure

One last thing to keep in mind: Whenever you voluntarily disclose personal information on forums, through email, or in chat areas, that information can be collected and used by others. If you post personal information in public places, others may send you unsolicited email messages. Always be smart about the information you provide online.

Your Member profile is password-protected so that you and only you have access to this information. In order to maintain this protection, do not give your password to anyone. Also, we recommend that, if you share your computer with other people, you sign out of your Account and close your browser window when you are done. Signing off will protect your information if you share a computer with someone else or are using a computer in a public place like a library.

We make every effort to ensure that your information is secure on our system. Unfortunately, no data transmission over the Internet can be guaranteed to be 100 % secure. As a result, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk.

Legal Disclaimer

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on our website.

Choice/Opt-out

We provide you the opportunity to 'opt-out' of having your personally identifiable information used to deliver more relevant marketing offers to you through email or on our site.

If you no longer wish to receive these targeted offers or promotions, you may opt-out of receiving them by following the instructions included in each newsletter or communication or by changing your preferences in your account settings.

Third Party Advertisers, Service and Content Providers

Information about your visits to this site, such as number of times you have viewed an ad (but not your name, address, or other personal information), is used to serve ads to you. We share Web site usage information about users with a reputable third party, Revenue Science, for the purpose of targeting our Internet banner advertisements on this site. Also, certain third party service or content providers might use their own cookies, including any video content or players made available through our web pages.

In the course of serving advertisements to this site, our third-party advertiser may place or recognize a unique cookie on your browser.

Also remember that we authorize our third party service or content providers to collect data stored in aggregate form, and these providers may use this information in perpetuity for a variety of purposes, such as keeping count of visits to this site (including any video players) or to particular video content, accumulating and reporting aggregate, statistical information, determining which features users like best, such as video content, and in connection with operating, enhancing or improving this site (including any video players, video content, and advertisements on this site).

Links to Other Sites

This Web site contains links to other sites that are not owned or controlled by Myndmatch.com. Please be aware that we, Myndmatch.com, are not responsible for the privacy practices of such other sites.

We encourage you to be aware when you leave our site and to read the privacy statements of each and every Web site that collects personally identifiable information.

This privacy statement applies only to information collected by this Web site.

Bulletin Boards/Chat Rooms

If you use a bulletin board or chat room on this site, you should be aware that any personally identifiable information you submit there can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. We are not responsible for the personally identifiable information you choose to submit in these forums.

Access to Personally Identifiable Information

If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by making the change on our member information page or by contacting us by telephone or postal mail at the contact information listed below.

Security

The security of your personal information is important to us. When you enter sensitive information (such as credit card number) on our registration or order forms, we encrypt that information using secure technology.

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

Business Transitions

In the event Myndmatch.com goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, your personally identifiable information will likely be among the assets transferred. You will be notified via email of any such change in ownership or control of your personal information.

Changes in this Privacy Statement

If we decide to change our privacy policy, we will post those changes to this privacy statement on the homepage and other places we deem appropriate so that you are aware of what information we collect, how we use it and under what circumstances, if any, we disclose it.

We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of a notice on our home page.

Contact Us

If you have any questions or suggestions regarding our privacy policy, please contact us at:

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