

BLOGS AND DISCUSSION FORUMS: TERMS & CONDITIONS

Before you may use the MarketeersClub™ Blog and Discussion Forum (“Blog and Discussion”), you must read and agree to (a) these **Blog and Discussion Terms and Conditions** (“Blog Terms”), and to the following terms and conditions which are incorporated herein by reference (collectively the “Agreement”):

- (b) MarketeersClub general **Terms of Use**, and
- (c) MarketeersClub **Privacy Policy**.

This Agreement applies to the Blog and Discussion Forum portion of the Web site owned by Marketeers Club, Inc. (“MC”) accessible at <http://www.marketeersclub.com> (the “Site”).

1. **Acceptance of Terms.** Please read these Blog Terms carefully. By accessing and using MC’s Blog and Discussion Forum you accept and agree to be bound by the Agreement (comprising these Blog Terms, MC’s Terms of Use, Privacy Policy, and any amendments respectively thereto). If you do not agree to these Blog Terms, you will not be permitted to use the MC Blog and Discussion Forum. The Agreement, including these Blog Terms, may be modified or revised by MC at any time without notice. By accessing and using any portion of MC’s Site, you agree to be bound by the applicable current version of the Terms of Use, Privacy Policy and/or Blog Terms which may be reviewed through the Site. In the event of an inconsistency between the Blog Terms and either MC’s general Terms of Use or the MC Privacy Policy, the Blog Terms will control.

2. Membership

A. **Age Restriction.** You must be at least eighteen (18) years of age to use the Service (as defined below and in MC’s Terms of Use). MC will not knowingly collect personally identifiable information from anyone under age 18. MC reserves the right to refuse membership and/or use of the Service to any person at any time with or without notice and for any reason or no reason.

B. **Password Security and Privacy.** You will receive a password when you sign up to become a member of MarketeersClub. You are responsible for maintaining the confidentiality of your MarketeersClub.com password and you are solely responsible for all activities that occur under your password. The provisions of MC’s Terms of Use, including specifically those set forth in Sections 2 “Membership”, 3 “Your Responsibilities” and 9 “Password and Security”, are incorporated herein by reference. In addition, any information provided by you in connection with your membership registration is subject to our Privacy Policy which is incorporated herein by reference. You agree that MC may access or disclose your personal information in the event MC is required to do so in order to comply with any valid legal process or governmental order or request, including a search warrant, subpoena, statute, or court order, or as provided in MC’s Terms of Use and MC’s Privacy Policy.

C. **Termination.** MC may terminate your Marketeers Club membership or suspend your access to all or part of the MarketeersClub.com Site, without notice, in accordance with the provisions set forth in Section 6 of the MC Terms of Use which is incorporated herein in its entirety by this reference.

3. Blog Services.

A. Description of Service. MC's commitment to our users is to provide you with access to a broad collection of online resources through the MC Site (the "Service") and through Blog and Discussion ("Blog Service") to advance our guiding vision to enable product and brand managers in key industries to plan, analyze and execute marketing initiatives using one dynamic, interactive web site. Blog and Discussion provides access to you for submitting information, data, text, graphics, video, messages, tags or other materials ("User Submissions" and/or "Submissions") for display or distribution to others through the MC Site. You understand and agree that the Blog Service may include advertisements and that these advertisements are required in order to make it possible for MC to provide the Blog Service.

B. Service Limitations. We will at all times try to make your experience with the Blog Service a satisfactory one. However, we cannot always foresee or anticipate technical or other difficulties which may result in loss of data or other service interruptions. You understand and agree that the MC Service and Blog and Discussion are provided to you on an "AS IS" and "AS-AVAILABLE" basis and that Marketeers Club, Inc. assumes no responsibility for the availability, timeliness, security, deletion or reliability of the Service, Blog Service and/or posting of User Submissions.

C. Service Modifications or Discontinuance. MC reserves the right, in its sole discretion, to modify, suspend, terminate or discontinue, temporarily or permanently, the Blog and Discussion Forum at any time with or without notice and without liability to you. You agree that MC will not be liable to you or to any third party for any modification or discontinuance of the Service and/or Blog Service.

4. User Conduct.

A. Compliance with Law. You are responsible for your own use of the Service and Blog Service, for any Submissions you make, and for all consequences resulting therefrom. You agree that you will use the Blog Service in compliance with all applicable local, state, national and international laws, rules and regulations. Violation of any of the foregoing may result in immediate termination of your access to the Service and/or Blog Service, your membership privileges in MarketeersClub, and may subject you to state and/or federal penalties or other legal consequences.

B. Content of User Submissions. You represent that disclosures, comments and User Submissions posted by you on Blog and Discussion will comply with MC's Blog Terms and general Terms of Use and will not (i) contain anything that is unlawful, threatening, harassing, hateful, abusive, defamatory, libelous, vulgar, obscene, or that is racially, ethnically or otherwise objectionable, (ii) invade anyone's privacy rights, (iii) breach any contractual or fiduciary duties of confidentiality owed to any third party, or (iv) infringe any patent, trademark, trade secret, copyright or other proprietary intellectual property rights of any third party. You agree to defend, indemnify and hold Marketeers Club, its officers, directors, shareholders, employees and affiliates, harmless from and against any claims, losses or liabilities based on a violation of the foregoing representations or any breach of these Blog Terms.

5. **Blog and Discussion Forum.**

A. **Caveat about Informational Integrity.** MC does not endorse or guarantee the truthfulness, accuracy, integrity or reliability of any User Submissions. Any reliance by you on information posted on Blog and Discussion shall be at your own risk and MarketeersClub disclaims any liability in connection therewith.

B. **Editing of User Submissions.** MC, in its sole discretion, reserves the right (but has no obligation) to monitor any User Submissions or third party content posted on Blog and Discussion. MC may, or may not, exercise editorial control over posted content. By submitting a comment or suggestion to Blog and Discussion, you understand and agree that we may post your comment in its entirety, in an edited version, or not at all. Any editing will be done primarily for purposes of clarity, length or deletion of offensive, inappropriate, or potentially defamatory material. Such editing decisions will be based on the sole discretionary judgment of MC's editing staff. We may remove or refuse to distribute any User Submissions that violate these Blog Terms or that are otherwise objectionable.

C. **Disclaimers.** Comments or opinions expressed on Blog and Discussion are those of their respective contributors only. The views expressed by outside contributors are not endorsed by, and do not represent the views of Marketeers Club, its management or employees. Marketeers Club and MarketeerClub.com is not responsible and disclaims any and all liability for (i) the content of User Submissions and comments written by outside contributors to Blog and Discussion, or (ii) any third party content whatsoever, including any security intrusion, software viruses or other features designed to interrupt or destroy computer functionality.

D. **Blog and Discussion Privacy Policy.** In keeping with our guiding vision to enable product and brand managers in key industries to plan, analyze and execute marketing initiatives using one dynamic, interactive web site and to encourage meaningful discussion and exchange of ideas in furtherance of this purpose, we expect contributors to take responsibility for their posted comments. We therefore do not accept anonymous comments (unless we specify that screen name will be acceptable in lieu of your full name). By submitting a comment to Blog and Discussion, you understand and agree that your full name and company name (but not your email address) will be posted along with your comment. To that extent, you do not have the same degree of privacy or confidentiality as you receive in other areas of MarketeersClub.com that are subject to MC's Privacy Policy.

E. **Links.**

(i) **Third Party Links.** We sometimes link to outside, third party Web sites that may be related to the Blog and Discussion Forum and that we believe may be of interest to you. These links are not provided for the purposes of marketing or advertising. Additionally, our users and contributors may provide links to third party Web sites as part of their User Submissions. These third party Web sites are not owned or controlled by MC and Marketeers Club does not endorse and is not responsible or liable for any content, advertising or practices of such third party Web sites.

(ii) **Links to Site Content.** The Blog and Discussion Forum may include information about, and links to, other Marketeers Club content and information that may be of interest to you and are related to the topic of the Blog.

6. Intellectual Property Rights.

A. **MC Site Content.** The content on the MC Site (<http://www.marketeersclub.com>) including without limitation, video, text, photos, and graphics, but not User Submissions (as defined in MC's Terms of Use and above) (the "Content"), and the trademarks, service marks and logos contained on the Site are either owned by, or licensed to, MC and are protected under United States and international copyright laws and other intellectual property rights and laws. Content on the Site is provided to you "AS IS" for your information and personal use only. Other than with respect to your own User Submissions, (a) Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of MC and its applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content.

B. **User Submissions.** MC does not claim ownership of any User Submissions you provide for display or distribution to others through MarketeersClub. As between MC and you, you own all right, title and interest in and to your Submissions. By submitting, posting or displaying your Submissions on the Site, you are licensing to MC and MC's affiliates any "content" you provide through the Site. Accordingly, you grant to MC and MC's affiliates, representatives, and assigns an irrevocable, perpetual, non-exclusive, fully-paid, royalty-free, worldwide license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your User Submissions (in whole or in part) in any format or medium now known or later developed; provided that the exercise of MC's rights under the foregoing license shall be subject to the limitations upon disclosure of your User Submissions imposed under MC's Privacy Policy. You also grant to each user of the MarketeersClub Site and Blog Service a non-exclusive license to access your User Submissions through the Site and Blog Service, and to use, reproduce, distribute, display and perform your User Submissions through the functionality of the Site including the Blog Service in accordance with this Agreement. By agreeing to post your comments and Submissions on Blog and Discussion, you acknowledge and agree that your comments and Submissions may be reused by Marketeers Club or quoted in other media and might be attributed to you by name. The provisions set forth in Section 4 (User Submissions) of MC's Terms of Use are specifically incorporated herein by this reference.

7. **Disclaimer of Warranties.** YOU EXPRESSLY AGREE THAT USE OF THE MARKETEERSCLUB SITE AND THE BLOG AND DISCUSSION FORUM SERVICE ARE ENTIRELY AT YOUR SOLE RISK. MARKETEERS CLUB BLOG AND DISCUSSION FORUM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKETEERS CLUB SITE AND BLOG SERVICE (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). MC MAKES NO WARRANTY THAT MARKETEERSCLUB.COM WILL MEET YOUR REQUIREMENTS, OR THAT MARKETEERSCLUB.COM BLOG SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU ACKNOWLEDGE THAT ACCESS TO DATA (INCLUDING, BUT NOT LIMITED TO, DOCUMENTS AND FILES) STORED BY YOU OR OTHERS ON THE MARKETEERSCLUB.COM SITE AND SERVICE IS NOT GUARANTEED AND THAT MC SHALL NOT BE RESPONSIBLE TO YOU FOR ANY LOSS OF DATA CAUSED BY THE MARKETEERS CLUB SERVICE, MARKETEERSCLUB.COM SITE OR ITS UNAVAILABILITY. MC MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF MARKETEERSCLUB.COM SITE AND BLOG SERVICE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH MARKETEERSCLUB.COM, OR THAT ANY DEFECT IN THE MARKETEERS CLUB SERVICE OR BLOG

SERVICE WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MARKETEERS CLUB SERVICE, BLOG SERVICE AND MARKETEERSCLUB.COM SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MC, THE MARKETEERSCLUB.COM SITE OR THROUGH THE MARKETEERS CLUB AFFILIATES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. MARKETEERS CLUB DISCLAIMS ANY WARRANTIES THAT THE SITE, SERVICE OR BLOG SERVICE WILL BE FREE FROM CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, SECURITY INTRUSION OR OTHER HARMFUL COMPONENTS.

8. Limitation of Liability. YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MC OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE (OR USE BY ANYONE WITH ACCESS TO YOUR ACCOUNTS) OF THE MARKETEERS CLUB BLOG SERVICE AND MARKETEERSCLUB.COM SITE.

9. Exclusions and Limitations. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that MC may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of MC's liability shall be the minimum permitted under such applicable law.

10. Indemnification. You agree to indemnify, defend, and hold harmless MC, its officers, directors, shareholders, parents, subsidiaries, affiliates, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your use (or anyone else's use of your account) in violation of this Agreement. MC reserves the right, at its own expense, 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 MC's defense of such claim.

11. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Marketeers Club without notice or restriction.

12. Notification of Claims of Infringement. It is our policy to respond to notices of claimed infringement under the Digital Millennium Copyright Act. If you believe that your copyright is being infringed by a user of MarketeersClub.com, or your intellectual property rights are otherwise being violated, please provide written notice to MC's agent for notice of claims of copyright or other intellectual property infringement ("Claims Agent") at the following contact address:

Claims Agent
Marketeers Club, Inc.
23721 Highland Valley Road
Diamond Bar, CA 91765

Tel: (888) 221-2582

Email: claims@marketeersclub.com

Pursuant to Title 17 of the United States Code, Section 512, MC has implemented procedures for receiving notifications and processing claims of infringement, including guidelines for contents of written notices of infringement, that are set forth in Section 5 of MC's Terms of Use which are incorporated herein by this reference.

13. General Legal Terms

a. **Entire Agreement.** This Agreement (as defined in the first paragraph of these Blog Terms) constitutes the entire agreement between you and MC governing your use of the Blog Service through Blog and Discussion (but not any services which MC may provide to you under a separate written agreement) and supersedes any prior agreement between you and MC with respect to Blog and Discussion and the Blog Service. You also may be subject to additional terms and conditions that may apply when you use, download or purchase certain other services available through the MarketeersClub.com Site and any additional terms to which you agree when using particular elements of the MC Site.

b. **Choice of Law, Jurisdiction and Forum.** These Terms and the relationship between you and MC will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions, as applied to agreements made, entered into, and performed entirely in California by California residents, notwithstanding your actual place of residence. All claims, causes of action or disputes ("Dispute") arising from or relating to these Terms, your use of the MC Site or Blog Service, or any other MarketeersClub products or services, shall be finally settled by binding arbitration in San Francisco, California, USA, under the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") by three arbitrators appointed in accordance with said Rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. You and Marketeers Club agree that, any provision of applicable law notwithstanding, neither party will request, and the arbitrators shall have no authority to award, punitive or exemplary damages against the other party. At either party's request, the arbitrators shall issue a written decision explaining the facts and legal reasoning on which their decision is based. The arbitration proceedings shall be conducted in the English language. As the sole exception to the foregoing agreements on exclusive jurisdiction and arbitration, either party may, at its sole discretion, seek preliminary or permanent injunctive relief in any court of competent jurisdiction. The prevailing party in any Dispute shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

c. **Waiver and Severability of Terms.** The failure of MC to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, you and MC nevertheless agree that the court should endeavor to give effect to the intentions of both you and MC, as reflected in the provision in question, and that the other provisions of this Agreement remain in full force and effect.

d. **Claims Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of MarketeersClub Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

e. **Headings.** The section titles in this Agreement are for convenience only and have no legal or contractual effect.

f. **Survival.** The provisions in Sections 2 (Membership), 4 (User Conduct), 6 (Intellectual Property Rights), 7 (Disclaimer of Warranties), 8 (Limitation of Liability), 9 (Exclusions and Limitations), 10 (Indemnification), and 13 (General Legal Terms) of this Agreement as well as any other limitations on liability explicitly set forth herein, shall survive and remain in full force and effect notwithstanding any termination of this Agreement for any reason or termination of your use of the MarketeersClub Site or Blog Service.