

CHARACTER MEDIA SITE TERMS AND CONDITIONS

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This Site may include discussion forums or other interactive areas or services, including blogs, chat rooms, bulletin boards, message boards, online hosting or storage services, or other areas or services in which you or third parties create, post or store any content, messages, comments, materials or other items on the Site ("Interactive Areas"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload, transmit, distribute, store, create or otherwise publish through the Site any of the following:

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- b. User Generated Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
- c. User Generated Content that may infringe any patent, trademark, trade secret, copyright or other intellectual property or contract right of any party. By posting any User Content, you represent and warrant that you have the lawful right to transmit, distribute and reproduce such User Content;
- d. User Generated Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- e. Unsolicited promotions, political campaigning, advertising, junk mail, spam, chain letters, pyramid schemes or solicitations;
- f. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- g. Viruses, corrupted data or other harmful, disruptive or destructive files; and
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In consideration of your use of the Site, you agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain and promptly update the Registration Data, and any other information you provide to CM, to keep it accurate, current and complete; (c) maintain the security of your password and identification; (d) notify CM immediately of any unauthorized use of your account or other breach of security; (e) accept all responsibility for any and all activities that occur under your account, including but not limited to, all applicable taxes and any applicable third-party fees (including but not limited to credit card fees, foreign exchange fees and cross border fees); and (f) accept all risks of unauthorized access to the Registration Data and any other information you provide to CM.

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Governing Law and Venue

All disputes relating in any way to your use of the Site or the CM Content shall be submitted to confidential arbitration in Los Angeles, California, except that, to the extent you have in any manner violated or threatened to violate CM' intellectual property rights, CM may seek injunctive or other appropriate relief in any state or federal court in the State of California, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this provision shall be conducted by a single arbitrator under the rules then prevailing of the American Arbitration Provision. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to the Site Terms, whether through class arbitration proceedings or otherwise.

Termination

Notwithstanding any of these Terms and Conditions, CM reserves the right, without notice and in its sole discretion, to terminate your account and/or to block your use of the Site.

Miscellaneous Provisions

Any waiver of any provision of the Site Terms will be effective only if in writing and signed by CM. If any provision of the Site Terms, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, shall not be affected thereby. In the event that any such provision is deemed to be invalid, the Parties agree that a court making such judgement shall have the ability to interpret and apply such provision to the fullest extent permitted by law, within such provision's original intent. This Agreement may not be assigned by You without the written consent of CM, and any assignment without such consent shall be void.

Amendments to this Agreement

CM reserves the right to change any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. When we make changes, we will revise the "last updated" date at the top of these Terms and Conditions. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes will constitute your acceptance of such changes. Please review the Terms and Conditions whenever you visit one of our websites.