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### **INTRODUCTION**

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### **TERMS AND CONDITIONS**

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### **Submissions**

While we are always happy to hear from you, it is BGP's policy **not** to accept or consider creative materials, ideas, or suggestions other than those we specifically request. Please e-mail us or contact us prior to sending any materials for consideration. **ALL MATERIALS SUBMITTED MUST BE COPYRIGHTED AND/OR REGISTERED WITH THE WGAE OR WGAW REGISTRATION NUMBER PRINTED ON THE MATERIAL BEING**

**SUBMITTED.** This is to avoid any misunderstandings if your ideas are similar to those we have developed independently. Therefore, we must request that you do NOT send to us any original creative materials such as screenplays, stories, original artwork, etc. Any communication or material you do transmit to the Site by electronic mail or otherwise will be treated as non-confidential and non-proprietary. Anything you transmit or post shall be deemed the property of and may be used by BGP, or its affiliates, for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, BGP is free to use and shall be deemed to own, any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. Disclosure, submission, or offer of any submissions to the Site shall constitute an assignment to BGP of all worldwide rights, titles, and interests in all copyrights and other intellectual property rights in such submission. BGP may edit, copy, publish, distribute, translate, and otherwise use in any medium any submission that you forward to BGP and will own exclusively all such rights, titles, and interest and shall not be limited in any way in its use, commercial or otherwise, of the submission. BGP is and shall be under no obligation to: (1) maintain any of your or any user's submissions in confidence; (2) to pay to you or any user any compensation for any submissions; or (3) to respond to any of your or any other user's submissions.

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### **Merchants**

Your correspondence or business dealings with, or participation in promotions of, merchants found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such merchant. BGP will NOT be responsible or liable for any loss and/or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants on the Site.

### **Indemnification**

You agree to indemnify, defend and hold BGP and its parent, affiliates, and their respective officers, directors, owners, employees, agents, information providers and licensors (collectively the "Indemnified Parties") harmless from and against any and all claims, liability, losses, actions, suits, costs and expenses (including attorneys' fees) arising out of or incurred by any breach by you of these Terms and Conditions. BGP 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 BGP's defense of such claim.

## **Registration**

Should BGP choose to provide member-based services ("Services") on the Site, when you register to use these Services, you may be required to provide certain personally identifiable information about yourself. You agree to provide true, accurate and complete information about yourself, and to update the information when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if BGP suspects that your information is untrue, inaccurate, or incomplete, then BPG may, in its sole discretion, suspend, terminate, or refuse future access to your membership in these Services.

## **Termination**

BGP may, in its sole discretion, terminate your password, account (or any part thereof) or your access to the Site, or remove and discard any Communication transmitted by you, or information stored, sent, or received via the Site without prior notice and for any reason, including, but not limited to: (i) concurrent access of the Site with identical user identification numbers, (ii) permitting another person or entity to use your user identification number to access the Site, (iii) any other access or use of the Site except as expressly provided in this Agreement, (iv) any violation of the terms and conditions of this Agreement or the rules and regulations relating to the use of, the software and/or data files contained in, or accessed through, the Site, (v) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Site, or (vi) failure to use the Site or portion thereof on a regular basis. You may terminate your membership hereunder upon thirty (30) days written notice by you to BGP of your intent to terminate this Agreement. Termination, suspension, or cancellation of this Agreement or your access rights shall not affect any right or relief to which BGP may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will automatically terminate and immediately revert to BGP and its licensors.

## **Children Online Protection Act Notification**

Pursuant to 47 U.S.C. Section 230 (d) as amended, BGP hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the American Links Up web site, [www.netparents.org](http://www.netparents.org).

## **Export Control**

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## **Infringement Policy**

BGP, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), reserves the right, but not the obligation, to terminate your license to use the Site if it determines in its sole and absolute discretion that you are involved in infringing activity, including allege acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. BGP accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512 (c), BGP has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. All claims of infringement must be submitted to BGP in a written complaint that complies with the requirements below and delivered to our designated agent to receive notification of claimed infringement by mail:

### **Russ Aikman, Sr. Executive Vice-President of Legal Affairs and Acquisitions**

BGP Law Department

629 South Allen

Bryan, Ohio 43506

Email: bloodandgutsproduction@yahoo.com

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right must include the following information:

- A. A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed.
- B. 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. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials.
- C. Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- D. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/ or e-mail address.
- E. A statement that you have a good faith belief that use of the material, in the manner complained, of is not authorized by the copyright or other proprietary right owner, its agent, or the law.
- F. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

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This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio, as it is applied to agreements entered into and to be performed entirely within such

State. Any action you, any third party or BGP bring to enforce this Agreement or, in connection with, any matters related to this Site shall be brought only in either the state or Federal Courts located in Lucas County, Ohio and you expressly consent to the jurisdiction of said courts. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between the parties relating to the matters contained herein and shall not be modified except in writing, signed by BGP.