



Terms of Use Agreement

Please read these terms and conditions carefully before purchasing a SISIETY membership and print a copy for your records.

Membership

In order to purchase a SISIETY membership on-line you must register for an account with us via SISIETY.com. If you already have an account you can log into your account using your user name and password. For purchases via our website, by clicking the “sign up” button you accept and agree to the terms of this agreement which are considered binding. If you do not agree to these terms and conditions you must cease to continue to purchase any services from us.

Payment & Registration

All registrations are considered confirmed upon submission of registration form along with payment. All payments are non-refundable.

Parental Consent

By becoming a SISIETY member, I certify that I am the the parent or legal guardian of the minor child I am registering and I consent to her participation in SISIETY activities as outlined on SISIETY.com. SISIETY activities include the use of independent applications such as “Zoom Video Communications Inc” and “Mighty Networks”. The conditions of this agreement apply to both registered parent and registered child.

Conditions

SISIETY (“the program” or “we”), operates this site and provides the social networking tools and services that allow individual users to create customized online personal profiles. The services offered by SISIETY include access to any SISIETY branded URL (the “SISIETY Website”) and other features (e.g., music and video embedded players) made available by SISIETY from time to time, the opportunity for users to create and upload their own content on the SISIETY Website, and any other features, content, or applications offered from time to time by SISIETY in connection with this site (collectively, the “SISIETY Services”). The SISIETY Services are hosted in the U.S.

This Terms of Use Agreement (“Agreement”) sets forth the legally binding terms for your use of the SISIETY Services. By using the SISIETY Services, you agree to be bound by this Agreement, whether you are a “Visitor” (which means that you simply browse the SISIETY Website, including through a mobile device, or otherwise use the SISIETY Services without being registered) or you are a “Member” (which means that you have created an account or are otherwise registered with SISIETY). The term “User” refers to a Visitor or a Member. You are only authorized to use the SISIETY Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and the terms of this Agreement. Please read this Agreement carefully. If you do not agree to be bound by it or with any of the legal provisions applicable to it and to follow all applicable laws, you should leave the SISIETY Website and discontinue use of the SISIETY Services immediately. If you wish to become a Member, communicate with other Members, and/or make use of the SISIETY Services, you must read this Agreement and indicate your acceptance during the registration process.

This Agreement includes SISIETY's policy for acceptable use of the SISIETY Services and Content (as defined in Section 6.1 below) posted on or through the SISIETY Services as well as your rights, obligations, and restrictions regarding your use of the SISIETY Services and Content posted on or through the SISIETY Services. In order to participate in certain SISIETY Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions from SISIETY. Unless otherwise provided by the additional terms and conditions applicable to the SISIETY Services in which you choose to participate, those additional terms are hereby incorporated into this Agreement.

SISIETY may modify this Agreement from time to time, and such modification shall be effective upon posting by SISIETY on the SISIETY Website. *Your continued use of the SISIETY Services after SISIETY posts a revised Agreement signifies your acceptance of the revised Agreement. It is therefore important that you review this Agreement regularly to ensure that you are updated as to any changes.*

Please choose carefully the information that you post on or through the SISIETY Services and that you provide to other Users. Your SISIETY profile may not include any form of Prohibited Content, as outlined in Section 8 below. Despite this prohibition, information, materials, products, or services provided by other SISIETY Members (for instance, in their profiles) may, in whole or in part, be unauthorized, impermissible, or otherwise violate this Agreement, and SISIETY assumes no responsibility or liability for this material. If you become aware of misuse of the SISIETY Services by any person, please contact sisietyservice@gmail.com.

1. General. SISIETY has the right, but not the obligation, to monitor any activity and content associated with this site. SISIETY may investigate any apparent or reported

violations of its policies and take any action that it, in its sole and absolute discretion, deems appropriate, including but not limited to issuing warnings; rejection of, refusal to post, or removal of any materials on the site; and/or denial, restriction, suspension, or termination of your access to any or all part(s) of the SISIETY Services at any time.

SISIETY expressly reserves the right to remove, screen, or edit any content that SISIETY deems, in its sole and absolute discretion, to violate this Agreement or any applicable law or to be otherwise objectionable. If we receive complaints that upon investigation show that you have repeatedly violated third-party copyright, SISIETY may permanently suspend your registration for and use of the SISIETY Services. SISIETY may take any or all of the actions above at any time, with or without prior notice or explanation, and without liability.

2. Eligibility. Use of the SISIETY Services and registration to be a Member for the SISIETY Services (“Membership”) is void where prohibited. By using the SISIETY Services, you represent and warrant that (a) all registration information that you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of the SISIETY Services does not violate any applicable law or regulation. Your profile may be deleted and your Membership may be terminated without warning if we believe that you are under 18 years of age without parental consent or if we believe that you are under 18 years of age and you represent yourself as 18 or older, or if we believe that you are over 18 years of age and represent yourself as under 18.

3. Term. This Agreement and any posted revision to this Agreement shall remain in full force and effect while you use the SISIETY Services or are a Member. You may terminate your Membership at any time, for any reason, by contacting SISIETY sisietyservice@gmail.com SISIETY may terminate your Membership at any time for any

or no reason, with or without prior notice or explanation, and without liability. Even after Membership is terminated, this Agreement, including Sections 5 to 17, will remain in effect.

4. Password. When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify SISIETY immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

5. Use by Members. The SISIETY Services are for the personal use of Members only. The Services may only be used for commercial endeavors if such endeavors are specifically endorsed or authorized by SISIETY. SISIETY reserves the right to remove commercial content in its sole discretion. Illegal and/or unauthorized use of the SISIETY Services, including collecting usernames, user ID numbers, and/or e-mail addresses of Members by electronic or other means for the purpose of sending unsolicited e-mail or unauthorized framing of or linking to the SISIETY Website, or employing third-party promotional sites or software to promote profiles for money, is prohibited. Commercial advertisements, affiliated business links, and other forms of unauthorized solicitation may be removed from Member profiles without notice or explanation and may result in termination of Membership privileges. SISIETY reserves the right to take appropriate legal action for any illegal or unauthorized use of the SISIETY Services.

6. Proprietary Rights in Content on the SISIETY Website

6.1 SISIETY does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, software scripts and applications, or

any other materials (collectively, “Content”) that you post on or through the SISIETY Services. After posting your Content to the SISIETY Services, you continue to retain any such rights that you may have in your Content, subject to the limited license herein. By displaying or publishing (“posting”) any Content on or through the SISIETY Services, you hereby grant to SISIETY a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content in furtherance of SISIETY’s mission and SISIETY’s sole and absolute discretion, including without limitation distributing part or all of the SISIETY Website in any media formats and through any media channels.

6.2 The license that you grant to SISIETY is non-exclusive (meaning that you are free to license your Content to anyone else in addition to SISIETY); fully paid and royalty-free (meaning that SISIETY is not required to pay you for the use on the SISIETY Services of the Content that you post); sublicensable; and worldwide (because the Internet and the SISIETY Services are global in reach).

6.3 By uploading or otherwise posting any Content to the SISIETY Website, you represent, warrant, and covenant that: (i) you own the Content posted by you on or through the SISIETY Services or otherwise have the right to grant the license set forth in this Section 6; (ii) the posting of your Content on or through the SISIETY Services does not violate any applicable laws, including but not limited to all applicable data protection laws and the privacy rights, publicity rights, intellectual property rights, copyrights, contract rights, or any other rights of any person or entity; and (iii) you have obtained the prior consent of any individuals whose personal information you use, disclose, or transmit on or through the SISIETY Services. You agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any Content posted by you on or through the SISIETY Services.

6.4 The SISIETY Services contain Content of SISIETY (“SISIETY Content”). SISIETY Content is protected by copyright, trademark, trade secret, and other laws, and SISIETY owns and retains all rights in the SISIETY Content and the SISIETY Services. SISIETY hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the SISIETY Content (excluding any software code) solely for your personal use in connection with viewing the SISIETY Website and using the SISIETY Services.

6.5 The SISIETY Services contain Content of Users and other SISIETY licensors. Except as provided within this Agreement and subject to SISIETY’s copyright policy (viewable at SISIETY.com), you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the SISIETY Services.

6.6 SISIETY performs technical functions necessary to offer the SISIETY Services, including but not limited to transcoding and/or reformatting Content to allow its use throughout the SISIETY Services.

7. Content Posted.

7.1 SISIETY may reject, refuse to post, or delete any Content for any or no reason, including Content that in the sole judgment of SISIETY violates this Agreement or which may be offensive or illegal, violate the rights of any person or entity, or harm or threaten the safety of any person or entity. SISIETY assumes no responsibility for monitoring the SISIETY Services for inappropriate Content or conduct. If at any time SISIETY chooses, in its sole discretion, to monitor the SISIETY Services, SISIETY nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

7.2 You are solely responsible for the Content that you post on or through any of the SISIETY Services, any material or information that you transmit to other Members, and your interactions with other Users.

8. Content/Activity Prohibited. SISIETY prohibits the use of the SISIETY Services to post or transmit Content that is illegal or depicts illegal activity. The following are examples of the kind of Content that is illegal or prohibited to post on or through the SISIETY Services. SISIETY reserves the right to investigate and take appropriate action against anyone who, in SISIETY's sole and absolute discretion, violates this provision, including, without limitation, removing the offending Content from the SISIETY Website, terminating the Membership of such violators, and/or reporting violators to law enforcement authorities. Prohibited Content includes, but is not limited to, Content that in the sole and absolute discretion of SISIETY:

8.1 is patently offensive and promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual;

8.2 is derogatory toward or disparaging of SISIETY;

8.3 exploits people in a sexual or violent manner;

8.4 contains excessive violence or offensive subject matter or contains a link to an adult Website;

8.5 solicits personal information from anyone under 18;

8.6 publicly posts information that poses or creates a privacy or security risk to any person;

8.7 constitutes or promotes information that you know is false or misleading or that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libelous;

8.8 constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;

8.9 involves the transmission of "junk mail," "chain letters," unsolicited mass mailing, instant messaging, "spimming," or "spamming";

8.10 contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page);

8.11 furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

8.12 solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;

8.13 involves commercial activities and/or sales such as contests, sweepstakes, barter, advertising, or pyramid schemes without prior written consent from SISIETY;

8.14 includes a photograph or a video of another person, in a context in which that person had a reasonable expectation of privacy, that you have posted without that person's consent;

8.15 violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights, or any other rights of any person; or

8.16 promotes propaganda and/or symbols of organizations that are unconstitutional or illegal in your country.

The following are examples of the kind of activity that is illegal or prohibited on the SISIETY Website and through use of the SISIETY Services. SISIETY reserves the right to investigate and take appropriate legal action against anyone who, in SISIETY's sole and absolute discretion, violates this provision, including, without limitation, reporting such individuals to law enforcement authorities. Prohibited activity includes but is not limited to:

8.17 criminal or tortious activity, including child pornography, corruption of minors, fraud, trafficking in obscene material, drug dealing, illegal gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, infringing others' intellectual property rights (including but not limited to copyright, trademark, and patent infringement), or theft of trade or industrial secrets;

8.18 advertising to, or solicitation of, any Member to buy or sell any products or services through the unauthorized or impermissible use of the SISIETY Services. You may not transmit any chain letters or junk e-mail to other Members. In order to protect our Members from such advertising or solicitation, SISIETY reserves the right to restrict the number of e-mails that a Member may send to other Members in any 24-hour period to a number that SISIETY deems appropriate in its sole discretion. If you breach this Agreement and send unsolicited bulk e-mail, instant messages, or other unauthorized commercial communications of any kind through the SISIETY Services, you acknowledge that you will have caused substantial harm to SISIETY but that the

amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay SISIETY US\$50 for each such unsolicited e-mail or other unauthorized commercial communication that you send through the SISIETY Services;

8.19 circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the SISIETY Services;

8.20 activity that involves the use of viruses, bots, worms, or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or otherwise permit the unauthorized use of or access to a computer or a computer network;

8.21 covering or obscuring SISIETY content on your personal profile page or any SISIETY page via HTML/CSS or any other means;

8.22 any automated use of the system, including but not limited to using scripts to post comments or upload Content;

8.23 interfering with, disrupting, or creating an undue burden on the SISIETY Services or the networks or services connected to the SISIETY Services;

8.24 impersonating or attempting to impersonate a SISIETY staff member or representative or another Member, person, or entity;

8.25 using the account, username, or password of another Member at any time, disclosing your password to any third party, or permitting any third party to access your account;

8.26 selling or otherwise transferring your profile;

8.27 using any information obtained from the SISIETY Services in order to illegally abuse or harm another person or entity, or attempting to do the same;

8.28 displaying an unauthorized commercial advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the SISIETY Services on behalf of that person, such as placing commercial content on your profile, posting blogs or bulletins with a commercial purpose, or sending private messages with a commercial purpose; or

8.29 using the SISIETY Services in a manner inconsistent with any and all applicable laws and regulations.

9. Protecting Copyrights and Other Intellectual Property. SISIETY respects the intellectual property rights of others, and requires that our Users do the same. You may not upload, embed, post, e-mail, transmit, or otherwise make available any material that infringes any copyright, patent, trademark, trade secret, or other proprietary rights of any person or entity. SISIETY has the right to terminate the Membership of infringers.

9. Member Disputes. You are solely responsible for your interactions with other SISIETY Members. SISIETY reserves the right, but has no obligation, to become involved in any way with disputes between you and other Members.

10. Privacy.

10.1 Use of the SISIETY Services is also governed by our Privacy Policy which is incorporated into this Agreement by this reference.

10.2 Any Content posted by Users on or through the SISIETY Services will be publically viewable on the SISIETY Website as soon as that information is submitted. By posting Content on or through the SISIETY Services, you waive any privacy expectations that you may have with respect to the Content posted.

11. Disclaimers. SISIETY IS NOT RESPONSIBLE FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE USER CONTENT OR THE ACCURACY AND RELIABILITY OF THE USER CONTENT POSTED ON OR THROUGH THE SISIETY SERVICES, WHETHER CAUSED BY USERS OF THE SISIETY SERVICES OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR USED IN THE SISIETY SERVICES, AND SUCH USER CONTENT DOES NOT NECESSARILY REFLECT THE OPINIONS OR POLICIES OF SISIETY. PROFILES AND THIRD-PARTY APPLICATIONS CREATED AND POSTED BY MEMBERS ON THE SISIETY WEBSITE MAY CONTAIN LINKS TO OTHER WEBSITES. SISIETY IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, OR OPINIONS EXPRESSED ON SUCH WEBSITES, AND SUCH WEBSITES ARE NOT NECESSARILY INVESTIGATED, MONITORED, OR CHECKED FOR ACCURACY OR COMPLETENESS BY SISIETY. INCLUSION OF ANY LINKED WEBSITE ON THE SISIETY SERVICES DOES NOT NECESSARILY IMPLY APPROVAL OR ENDORSEMENT OF THE LINKED WEBSITE BY SISIETY. WHEN YOU ACCESS THESE THIRD-PARTY SITES, YOU DO SO AT YOUR OWN RISK. SISIETY TAKES NO RESPONSIBILITY FOR THIRD-PARTY ADVERTISEMENTS OR THIRD-PARTY APPLICATIONS THAT ARE POSTED ON OR THROUGH THE SISIETY SERVICES, NOR DOES IT TAKE ANY RESPONSIBILITY FOR THE GOODS OR SERVICES PROVIDED BY ITS ADVERTISERS. SISIETY IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SISIETY

SERVICES. SISIETY ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, OR ALTERATION OF ANY USER OR MEMBER COMMUNICATION. SISIETY IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, OR SOFTWARE OR THE FAILURE OF ANY E-MAIL OR PLAYERS BECAUSE OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON ANY OF THE SISIETY SERVICES OR COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO USERS OR TO ANY PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION OR DOWNLOADING MATERIALS IN CONNECTION WITH THE SISIETY SERVICES. UNDER NO CIRCUMSTANCES SHALL SISIETY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SISIETY SERVICES, FROM ANY USER CONTENT POSTED ON OR THROUGH THE SISIETY SERVICES, OR FROM THE CONDUCT OF ANY USERS OF THE SISIETY SERVICES, WHETHER ONLINE OR OFFLINE. THE SISIETY SERVICES ARE PROVIDED "AS IS" AND AS AVAILABLE, AND SISIETY EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SISIETY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SISIETY SERVICES.

13. Limitation on Liability. IN NO EVENT SHALL SISIETY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT

DAMAGES, ARISING FROM YOUR USE OF THE SISIETY SERVICES, EVEN IF SISIETY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SISIETY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO SISIETY FOR THE SISIETY SERVICES DURING THE TERM OF MEMBERSHIP.

14. U.S. Export Controls. Software available in connection with the SISIETY Services (the "Software") is further subject to U.S. export controls. No Software may be downloaded from the SISIETY Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

15. Disputes. The Agreement shall be governed by, and construed in accordance with, the laws of the state of California, without regard to its conflict of law provisions. You and SISIETY agree to submit to the exclusive jurisdiction and venue of the appropriate state or federal court located in the state of California, to resolve any dispute arising out of the Agreement or the SISIETY Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A

MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

16. Indemnity. You agree to indemnify and hold SISIETY, its affiliates, and their respective officers, agents, employees, successors, and assigns harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party because of or arising out of your use of the SISIETY Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement and/or if any Content that you post on or through the SISIETY Services causes SISIETY to be liable to another.

17. Other. This Agreement is accepted upon your use of the SISIETY Website or any of the SISIETY Services and is further affirmed by your becoming a Member. This Agreement constitutes the entire agreement between you and SISIETY regarding the use of the SISIETY Services. The failure of SISIETY to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. SISIETY is a registered trademark. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.