

MyHuntingRoom Terms and Conditions

The terms and conditions set forth herein constitute the full and complete agreement between you and MyHuntingRoom. Your agreement to be bound by these terms is acknowledged by your use of the MyHuntingRoom Web Site, Services, Support and/or any MyHuntingRoom software made available to you. The terms contained herein supercede and replace any other agreement or negotiation between you and MyHuntingRoom whether oral, written or otherwise including any statements made by any representative of MyHuntingRoom at any time.

MyHuntingRoom is a Social Networking site dedicated to the needs of the Hunting Enthusiast. Via the MyHuntingRoom service (hereinafter "Service") members can exchange stories, photographs, equipment reviews, product reviews and location reviews, advice and suggestions with other members throughout the world.

1 CONDITIONS OF MEMBERSHIP

Fees - At this time MyHuntingRoom charges no fee for the use of the Service. You acknowledge and agree that MyHuntingRoom may charge a fee for the service or any portion thereof at any time in the future without advance notice to you. If MyHuntingRoom should charge a fee at any point in the future you agree to arrange for payment of the fee in the time allowed and agree that if such fee should not be paid within the time allowed that MyHuntingRoom is under no obligation to maintain your account or the data posted thereon.

Age - MyHuntingRoom is available to individuals age 14 and above.

Registration Information - You agree that the information that you provide to MyHuntingRoom in the course of the registration is truthful and accurate and you agree to keep such information up to date at all times. This includes but is not limited to your full name, email address, billing information (as required) and other contact information as may be requested of you to facilitate the services provided by the Service.

Password - You agree to maintain the confidentiality of your username and password combination and not allow access to the service by any other person via your username and password. You agree to be responsible for any action that occurs as the result of any access to your account as the result of access with your password. You agree that if it is determined that your password has been compromised that your account may be closed and access to the account may be terminated with no obligation to keep or maintain the information or data in your account.

Acceptable Use - As a condition of membership you agree that you will create and maintain your assigned member area in a manner consistent with the following requirements.

- (1) You agree that you will not violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government.
- (2) You agree not to take any action which threatens, encourages or causes any harm to minors of any kind or to perform any activity which is likely to cause such harm or which assists any other person or group in doing so.
- (3) You agree not to take any action which encourages or consists of any threat of harm of any kind to any person or property or assists any other person or group in doing so.
- (4) You agree not use your account to or otherwise knowingly or otherwise permit the violation any provision of the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM ACT) including the following:
 - a. False or Misleading Header Information
 - b. Deceptive Subject Lines
 - c. Failure to provide an opt-out method
 - d. Failure to Identify the message as an advertisement
 - e. Failure to include a physical Postal Address
- (5) You agree not to make any inappropriate communication to any Newsgroup, Mailing List, Chat Facility, or other Internet Forum. MyHuntingRoom shall make the sole determination of what is "Inappropriate".
- (6) You agree not to make or attempt any unauthorized access to any MyHuntingRoom website or the website of any MyHuntingRoom member.
- (7) You agree not to infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- (8) You agree not to collect or attempt to collect personally identifiable information of any person or entity without their express consent. You shall maintain records of any such consent throughout the term of any agreement that you have with MyHuntingRoom and for three years thereafter.
- (9) You agree not to undertake any action which is harmful or potentially harmful to the MyHuntingRoom server structure.
- (10) You understand and agree that your assigned area is for personal use only and that data storage unrelated to the purpose of the Service is not permitted.
- (11) You agree not to abuse whether verbally or physically or whether in person, via email or telephone or otherwise (a) any other customer of MyHuntingRoom (b) any reseller of MyHuntingRoom (c) any other person or (d) any employee or contractor of MyHuntingRoom.
- (12) You agree that MyHuntingRoom will make the sole determination of any whether this acceptable use policy has been violated.

2 SERVICE

MyHuntingRoom, subject to the terms and conditions set forth herein, hereby grants you a non-exclusive, limited, personal, and non-transferable license to use the MyHuntingRoom Web Hosting Service for the term of the agreement as set forth herein. Any assignment of your rights under this agreement is null and void. MyHuntingRoom is a service provider as that term is defined under Federal Law including but not limited to the Digital Millennium Copyright Act (DMCA) and as such does not own, control or undertake any responsibility to review or approve in any way the information you post within your area. By posting information in your member area or at any other location within the site or by submitting stories or other content for consideration as a feature or contest entry you grant MyHuntingRoom a non-exclusive, worldwide, royalty free license to display and otherwise use such information and or data including but not limited to the right to modify, alter, change, amend, distribute, re-distribute such content in any manner and for any purpose that may be related to the myHuntingRoom website and related products and services.

3 TERM

The term of this agreement shall be from the creation of your user account until the termination of your account. You may terminate your account at any time without notice by following the appropriate procedures on MyHuntingRoom account page. MyHuntingRoom may terminate your account at any time, without notice. Termination of your account includes the termination of any and all access by you or any other person or member to your user area or any data or materials contained therein. In the event of any termination of this agreement paragraphs 1, 4 through 7 and 9 through 13 shall remain in full force and effect.

4 INFORMATION USAGE AND COMMUNICATIONS

4.1 You hereby consent and agree that as to any information which MyHuntingRoom may collect from you and/or maintain with respect to you, including but not limited to your account information, dates of service, address, email address, telephone number, cellular telephone number, billing records, usage statistics, site statistics, products & services purchased, correspondence to or from MyHuntingRoom concerning you or your account, or other information which in MyHuntingRoom sole judgment is reasonable, MyHuntingRoom may disclose such information to public or private third parties as applicable law may require or permit. The decision as to whether to disclose such information as may be required, permitted or otherwise reasonable shall be within the sole discretion of MyHuntingRoom and may include but shall not be limited to (1) compliance with court order, subpoena or other request of any State or Federal government, (2) compliance with the Electronic Communications Decency Act, (3) compliance with the Digital Millennium Copyright Act (3) compliance with the MyHuntingRoom Terms of Service or other policies. You

further agree to allow MyHuntingRoom to any or all of such information for the purposes of providing relevant commercial marketing messages to you from MyHuntingRoom or our marketing partners.

4.2 During and after the term of this agreement you agree to receive periodic emails from MyHuntingRoom in regards to MyHuntingRoom or partner products, services, your account, and system conditions, changes, updates, announcements, specials or and schedules.

4.3 You agree to provide and at all times during the term of this agreement maintain true and accurate account information on file with MyHuntingRoom specifically including your Name, Address, Email address, telephone number, billing information and any other account information requested at any time during the sign up process. You further agree that the failure to provide or maintain such accurate information is a material breach of this agreement and subjects your account to termination as set forth herein.

5 NOTICE

5.1 Any notice under this agreement shall be given by MyHuntingRoom to you via email at the address provided by you to MyHuntingRoom at the commencement of this agreement or as MyHuntingRoom is subsequently advised. Notice to you at this address is deemed sufficient regardless of your receipt of such email. You may update your email address at any time via the appropriate link in the member's area or by contacting customer service via the MyHuntingRoom website located at www.MyHuntingRoom.com (or however you wish to accomplish this)

5.2 Any notice by you to MyHuntingRoom shall be made by (Choose phone email US mail Fax? Whatever you prefer) during MyHuntingRoom regular business hours of 7:00 a.m. to 5:00 p.m. Pacific Standard Time and is effective only upon receipt by MyHuntingRoom of any such notice. Such notice may also be sent via United States Mail to the following Address:

MyHuntingRoom, LLC
1210 Mission Drive Suite D
Solvang, CA 93463
Telephone ()
Facsimile
email:

6 WARRANTIES AND LIMITATIONS

6.1 MyHuntingRoom makes every reasonable effort to maintain operation of the MyHuntingRoom service however because as many events and circumstances are beyond the control of MyHuntingRoom, MyHuntingRoom does not in any way

warrant or otherwise guarantee the availability of the MyHuntingRoom system or servers and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of MyHuntingRoom.

6.2 THE MYHUNTINGROOM SERVICE IS PROVIDED TO YOU ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6.3 In general, MyHuntingRoom has no control over information contained on the Internet. Information obtained by you from the Internet may be inaccurate, offensive or in some cases even illegal. MyHuntingRoom accepts no responsibility for any information which you receive from the Internet. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you obtain from the Internet as well as the reputation of the individuals with whom you may deal. MyHuntingRoom provides no warrantee for any goods or services which you obtain over the Internet nor the compatibility of any such services with the MyHuntingRoom system. Items offered for sale via MyHuntingRoom including via advertisements and classified advertisements are not checked, tested or approved in any way by MyHuntingRoom and as such MyHuntingRoom takes no responsibility for the truth or accuracy of the information or claims of such advertisers. Similarly,

6.4 You specifically hereby waive any claim for damages of any kind whether direct, indirect, special, exemplary, punitive, incidental or consequential, loss of profits or loss of business as the result of any action taken in response to any claim of copyright infringement without regard to whether or not the material claimed to have been infringing is later found to be infringing.

6.5 THE TOTAL SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU AS THE RESULT OF ANY BREACH OF THIS AGREEMENT, NEGLIGENCE, OR ANY ACTION OR FAILURE TO ACT WHETHER INTENTIONAL OR OTHERWISE SHALL BE THE TOTAL AMOUNT OF MEMBERSHIP FEES PAID BY YOU TO MYHUNTINGROOM IN THE THREE MONTHS IMMEDIATELY PROCEEDING ANY ALLEGATION OF ENTITLEMENT TO SUCH REMEDY. IN NO EVENT SHALL MYHUNTINGROOM BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF BUSINESS AS THE RESULT OF ANY SUCH ACTION OR INACTION WITHOUT REGARD TO THE LIKELIHOOD OF ANY SUCH DAMAGES.

7 INDEMNITY

7.1 You agree to fully defend and indemnify and hold harmless MyHuntingRoom of and from any and all third party claims, causes of action, demands, costs, damages

including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any breach or claim of breach of this agreement or your negligence whether active or passive or any negligence of MyHuntingRoom in any way related to your use of the MyHuntingRoom service or any portion thereof.

7.2 You agree to fully defend and indemnify and hold harmless MyHuntingRoom of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any violation or claimed violation of any copyright or other intellectual property right of any third party which is in any way related to your use of the MyHuntingRoom service or any portion thereof. Choice of counsel remains exclusively that of MyHuntingRoom

7.3 You agree that you will maintain the confidentiality of your account information and assume all responsibility of and from any loss, theft or other destruction of any data as the result of any access to your account via the use of your user ID. You further agree to defend and indemnify and hold harmless MyHuntingRoom of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any claim for damages in any way related to the disclosure of your confidential User ID and Password information. Choice of counsel remains exclusively that of MyHuntingRoom.

8 FORCE MAJEURE

Either party to this agreement shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

9. U.S. EXPORT CONTROLS

Software available in connection with the MyHuntingRoom services is subject to United States export controls. No Software may be uploaded to or downloaded from MyHuntingRoom or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the any downloaded Software or software component is at your sole risk.

10 SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

11 CHOICE OF LAW

This Agreement shall be interpreted under the laws of the State of California without regard to any conflict of laws provisions. Any action between the parties to this agreement for the breach of this agreement or any action or claim in any way relating thereto shall be venued in the Superior Court of the State of California, County of Los Angeles. The parties to this agreement hereby consent to jurisdiction in that court and agree to accept service by mail and hereby waive any defense of any kind related to jurisdiction or venue.

12 NO AGENCY

Notwithstanding any other provision of this agreement, MyHuntingRoom is not your agent, partner or joint venturer in any respect.

13 AMENDMENT

MyHuntingRoom may without advance notice amend this Agreement from time to time, and will do so by posting the new Agreement on the MyHuntingRoom web site in place of the old. Each and every such amendment shall become effective immediately for all pre-existing and future accounts.

14 REQUIRED NOTICES

14.1 Copyright Infringement Claims - Any notice concerning any claim of copyright infringement should be addressed to MyHuntingRoom, COPYRIGHT INFRINGEMENT CLAIM, 1210 Mission Drive, Suite D, Solvang, CA 93463.

14.2 California - Pursuant to the terms of The Electronic Commerce Act of 1984 please be advised that as may be applicable to you under California Law if you are unsatisfied with the manner in which a complaint that you may have regarding the MyHuntingRoom service you may contact the complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at 1-916-445-1254.

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