

CHRONICA TERMS OF USE

This is the full agreement ("Agreement") between Chronica Ventures, LLC ("Provider") and users of Provider's Product ("You"). You may wish to print this Agreement for your reference. A link to this Agreement is provided on the Web Site so that you may review this Agreement at any time.

This Agreement sets forth the terms and conditions for your use of the Services. By clicking "I Agree" and/or continuing to use the Product, you agree to be bound by the terms and conditions contained in this Agreement.

I. DEFINITIONS

- A. "Product" means Content and Software provided through the Web Site and any portion thereof, and/or is accessible via a mobile app published by Provider.
- B. "Content" means all indexes, scans (including but not limited to scans of works in the public domain and derivative works therefrom; and scans of works licensed from suppliers), text (including but not limited to typed text of work in the public domain and derivative works therefrom; and text of works licensed from suppliers), graphics, photographs, animations, scripts, icons, audio, data, and all other non-Software components of the Product.
- C. "Software" means all computer code (both source and object), applets, interfaces, commands, syntax, and expressions of ideas that operate, cause, create, direct, manipulate, access, store, or otherwise affect the Content in the Product, whether created by Provider or licensed from third parties.
- D. "Use" means access to the Product, and to reproduce copies, display, or perform the Product.
- E. "Web Site" shall mean the web site and all subsequent pages made available by the servers accessible from <https://chronica.ventures>, and any sub-domains thereunder.

II. LICENSE AND PERMITTED USE

- A. Notwithstanding the protectability of the Product under any law, or lack thereof, access to and Use of the Product shall be governed exclusively by the terms of this Agreement.
- B. The Product, and all of the Content, information, and other material that it contains, other than User-Generated Content, are owned by Provider, or Provider's third-party licensors, and are protected by intellectual property and other rights and laws throughout the world. Subject to Your compliance with this Agreement, Provider grants You a limited, revocable, non-exclusive, non-assignable, non-sublicenseable license for the term of this Agreement to access the Product and view any materials available on the Product for the sole purpose of using the Product. Aside from this limited license, nothing found on the Product may be copied, reproduced, republished, distributed, sold, licensed, transferred, or modified without Provider's express written permission. In addition, the trademarks, logos, and service marks displayed on the Product are Provider's property or the property of Provider's licensors. This Agreement does not grant You any right or license with respect to any such trademarks, logos, or service marks.

- C. Notwithstanding the above, you shall NOT, without the prior written consent of Provider:
- (1) decompile, reverse-engineer, disassemble, or create derivative works from the Product;
 - (2) remove or obscure any proprietary notices including, but not limited to, any and all copyright, trademark, and patent designations contained in the Product;
 - (3) upload, post, e-mail, transmit, publish, re-publish, distribute, display, or otherwise make available the Product to any third parties;
 - (4) use the Product for any commercial, financial, or other beneficial purpose, including, but not limited to, advertising, the exploitation, rental, lease, sale, or resale of the Product;
 - (5) for a period of more than twenty-four (24) hours, cache or otherwise temporarily store the Product or component thereof, on any server or other device used to communicate with individual personal computers or personal devices. Such limitation does not include a cache which is automatically stored by an individual personal web browser application;
 - (6) store the accessed, used, or downloaded Product in any electronic, magnetic, optical, or other format now known or hereinafter created for more than 30 days;
 - (7) assign, rent, lend, lease, sell, sublicense, transfer, export from the United States, copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, extract components, or create derivative works of the Product; or
 - (8) remove, modify, hide, or otherwise make unreadable or non-viewable any notice, legend, advice, watermark, or other designation contained on the Product, component thereof or output there from.
- D. You shall not interrupt, or attempt to interrupt, the operation of the Product in any way.
- E. You shall not collect Content or information, or otherwise access the Product, using automated means, such as scripts, bots, robots, spiders, or scrapers.
- F. The Product may include technological protection measures that effectively control access, reproduction, or distribution of the Product. Any attempt to tamper or dismantle these protections is a breach of this Agreement and may be a violation of the Digital Millennium Copyright Act of 1998, and will subject the violator to civil and criminal penalties.
- G. Provider reserves the right to log You off if You are inactive for an extended period of time and/or if You violate any provision of this Agreement.
- H. All downloading, printing, or other Use in excess of that provided herein requires PRIOR written permission from an executive officer of Provider, by contacting Provider at support@chronica.ventures.
- I. Content Used or referenced in any print or electronic media must be done in accordance with scholarly standards, and must provide for proper attribution to Provider.
- J. You may provide links to Content available on the Web Site from locations outside the Web Site provided:

- (1) You do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other proprietary notices in the Provider Web Site;
- (2) You do not embed Content into locations outside the Web Site; and
- (3) You agree to immediately discontinue providing links to the Content from locations outside the Web Site if requested to do so by Provider.

III. USER-GENERATED CONTENT

- A. The Product may provide functionality that allows You to upload or otherwise transmit Content to the Product ("User-Generated Content"). All User-Generated Content must adhere to the terms set forth herein.
- B. You retain all intellectual property rights in and to any User-Generated Content, including but not limited to copyrights in User-Generated Content. Provider does not claim any ownership, right, title, or interest in or to your User-Generated Content. Notwithstanding the foregoing, You hereby grant a non-exclusive, transferrable, irrevocable, perpetual worldwide, fully paid-up license to Provider to exploit any intellectual property rights in the User-Generated Content in order to provide the Product, including but not limited to the right to reproduce, distribute copies, perform, display, and prepare derivative works of any copyrighted User-Generated Content in order to provide the Product; and the right to make, use, offer for sale, sell, and import any patented User-Generated Content in order to provide the Product.
- C. You represent and warrant that You have the right to grant the license listed in Section III(B) to Provider for any User-Generated Content.
- D. You acknowledge that User-Generated Content may be accessible by third parties over whom Provider has no control, and therefore, you submit the User-Generated Content at your own risk.
- E. You represent and warrant that you have the right to upload or otherwise transmit the User-Generated Content to the Product, and such posting does not violate any third party's intellectual property rights.
- F. You hereby agree to indemnify, defend, and hold harmless Provider from any claims made by a third party that Your User-Generated Content violates the third party's intellectual property rights.
- G. User-Generated Content that is unlawful or promotes illegal activity; is threatening, obscene, or defamatory, displays pornographic or sexually explicit material, or is false or misleading, is not allowed to be uploaded or otherwise transmitted to the Product.
- H. Provider may, but has no obligation to, monitor, modify, delete, and/or remove any User-Generated Content which Provider believes violates the terms of this Agreement.

IV. MEMBERSHIP REGISTRATION

- A. Accessing the Product and Creating a User Account. THE PRODUCT IS INTENDED SOLELY FOR ACCESS AND USE BY INDIVIDUALS 16 YEARS OF AGE AND OLDER. BY ACCESSING AND USING THE PRODUCT, YOU ARE CERTIFYING THAT YOU ARE AT LEAST 16 YEARS OLD. While there are

parts of the Product where access requires the payment of a fee ("Paid Services"), there is no cost to register to create a User Account. The specific functionality of the Product available to You will vary depending upon (1) whether You create a User Account, and (2) whether or not You choose to purchase Paid Services.

- B. Personal Information. Provider will collect, store, compile, and utilize information about You, Your computer, smartphone or other device, and Your use of the Services, including information that You provide in response to questionnaires, surveys, and registration forms. Provider will use this information to provide and improve the Product, and to bill You for Paid Services. You should review Provider's Privacy Policy at <https://www.chronica.ventures/privacypolicy> for more information about Provider's privacy policies and practices. For Your part, You agree that all information that You provide to Provider is complete, accurate, and up-to-date. If any of Your information changes, You agree to immediately update it. If You fail to update Your information or if all or part of Your information is (or appears to be) untrue, inaccurate, or incomplete, Provider may suspend or terminate Your User Account and refuse any and all current or future use of the Product, without refund to You of any fees paid.

Without limiting any of the foregoing, You are responsible for ensuring that the e-mail address You provide to Provider is valid and that the services, software, or systems You use to access Your e-mail ("Email Systems") do not block or filter Communications (as defined below). Provider asks that You use Your personal e-mail address when registering. If You give Provider a non-personal e-mail address or uses an Email System that interferes with the delivery of Communications, Provider may not be able to provide You with certain functionality of the Product. Your failure to provide Provider with an e-mail address to which Provider can consistently deliver e-mail may result in the termination of Your account.

- C. Your Username and Password. As part of the registration process, you shall select a Username. You may not (i) select or use a Username of another person with the intent to impersonate that person; (ii) use a Username in which another person has rights without such person's authorization; or (iii) use a Username that Provider, in its sole discretion, deems offensive. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of your User Account.

During the registration process, Provider will either ask You to create a password or will assign You a random password, which You can change at any time by logging onto the "Account" portion of the Product. Alternatively, You may have the option of using alternate social network login credentials or similar login processes or co-registration forms from or on other third-party Web sites that You are a member of to create an account and to authenticate Your access to the Product. Because any activities that occur under Your User Account or using Your password are Your responsibility, it is important for You to keep Your User Account and password secure. Notify Provider immediately if You believe that someone has used Your registration or password without Your authorization.

- D. Communications. From time to time Provider will send You communications, in keeping with Provider's Privacy Policy and as otherwise permitted in this Agreement ("Communications"). Please note that any number of issues may interfere with Your receipt of such Communications, including some types of Email Systems that may use filtering or blocking techniques that are intended to block e-mail. Provider is not responsible for the actual delivery or Your actual receipt of these Communications.

V. PAID SERVICES

- A. Access to some functionality of the Product requires the purchase of Paid Services. If You elect to purchase Paid Services, You agree to Providers storage of Your payment information and understands that Your Paid Services are personal to You, such that You may not transfer or make available Your User Account and/or password to others. Any distribution by You of Your User Account and/or password for a third party to access the Product may result in cancellation of Your Paid Services without refund and/or additional charges based on unauthorized use. Provider reserves the right, from time to time, to change the Paid Services, with or without prior notice to You.
- B. Payment. Prices for all Paid Services are in U.S. dollars and exclude any and all applicable taxes, unless expressly stated otherwise. To the extent permissible under law, You are responsible for any applicable taxes, whether or not they are listed on Your receipt or statement. All applicable taxes are calculated based on the billing information You provide at the time of purchase. If You purchase Paid Services, You agree to pay, using a valid credit or debit card or other form of payment that Provider may accept from time to time ("Payment Method"), the applicable fees and taxes (if any) set forth in the offer that You accepted. Provider reserves the right, upon prior notice to You, to change the amount of any fees and to institute new fees, effective at the end of Your current subscription period. All authorized charges will be billed to Your designated Payment Method on the terms described in the specific offer. If payment cannot be charged to Your Payment Method or Your payment is returned to Provider for any reason, Provider reserves the right to either suspend or terminate Your access to the unpaid-for Paid Services. It is Your responsibility to ensure that sufficient funds are available to cover the charges for the Paid Services, and Provider has no liability for any overdraft or other fees that You may incur as a result of our processing of Your payment.
- C. Automatic Renewal Program. Upon Your acceptance of an offer for the purchase of any subscription-based Paid Services, You will be enrolled in Provider's automatic renewal program to help ensure that there is no interruption in Your access to such Paid Services. Under this program, You authorize Provider to automatically renew Your subscription at the end of the term of the subscription You purchased, and each subsequent term, for the same term length of the subscription You initially purchased (unless otherwise stated in the offer You accepted). Unless You change Your renewal status as described below, at the time of each such renewal You authorizes Provider to charge Your designated Payment Method at the then-current, non-promotional price (unless otherwise stated in the offer You accepted) for the renewal of Your

subscription. If You no longer want to be enrolled in Provider's automatic renewal program, You can change Your renewal status at any time by logging onto the Account portion of the Product, clicking on "Billing Info," followed by "Subscriptions," and changing Your current paid Subscription tier to the free Subscription tier. Please note that changing Your renewal option in this way will only stop future automatic renewals of Your subscription and will not impact any automatic renewals that occurred prior to the date of Your status change.

- D. Current Information. You must provide Provider with current, complete, and accurate information for Your Payment Method. You must promptly update all information to you're your Payment Method current, complete, and accurate (such as a change in billing address, card number, or expiration date), and You must promptly notify Provider if Your Payment Method is cancelled (including if You lose Your card or it is stolen), or if You become aware of a potential breach of security (such as an unauthorized disclosure or use of Your name or password). Changes to such information can be made by accessing "Account Settings" or "Billing Information" on the Account portion of the Product. If You fail to provide Provider with any of the foregoing information, You agree that You are responsible for fees accrued under Your Payment Method. In addition, You authorize Provider to obtain updated or replacement expiration dates and card numbers for Your credit or debit card as provided by Your credit or debit card issuer.
- E. No Refund Policy. All fees relating to Paid Services, including the initial fees and any subsequent automatic renewal fees (as described above), are non-refundable. If You initiate a chargeback or otherwise reverse a payment made with Your Payment Method, Provider may in Provider's discretion cancel Your Paid Services immediately. If Provider successfully disputes the reversal, and the reversed funds are returned to Provider, You are not entitled to a refund or to have Your Paid Services reinstated.

VI. MODIFICATIONS

- A. To the Agreement. Provider has the right to modify this Agreement and any policies affecting the Product. Any modification is effective upon posting to the Web Site or distribution to You via electronic mail or conventional mail. Your continued Use of the Product following notice of any modification(s) to this Agreement shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of Provider in providing the Product, including but not limited to: (i) any change in the Content; or (ii) any change in the amount or type of fees associated with the Product, is to terminate Your User Account in accordance with the provisions of this Agreement and to cease Use of the Product.
- B. To the Product. Provider has the right to modify, suspend, or discontinue the Product or any portion thereof at any time, including the availability of any functionality of the Product, including, but not limited to, the availability of the entire Product. Provider may also impose limits on certain features and services or restrict your access to parts or all of the Product without notice or liability.

VII. PRIVACY POLICY

A. Provider's Privacy Policy is available on the Web Site at <https://www.chronica.ventures/privacypolicy>. Any changes, modifications or updates to the Privacy Policy will be posted on the Web Site.

VIII. YOUR REPRESENTATIONS AND WARRANTIES

You represent, warrant, and covenant that:

- (1) You will use the Product in accordance with this Agreement.
- (2) The information that you have provided to Provider is true and accurate.
- (3) You shall at all times comply with all applicable laws, rules, and regulations with respect to your Use of the Product.
- (4) You shall not Use the Product to infringe, misappropriate, or violate the rights of Provider or third parties.
- (5) You shall not upload or submit any Content using the Product that infringes or otherwise violates any copyright, trademark, patent, trade secret, or other intellectual property rights of Provider or any third party.
- (6) You shall not knowingly or otherwise introduce to or through the Product any viruses, malicious content, or other items to cause harm to the Product or to other users of the Product.
- (7) You shall comply at all times with this Agreement, including any modifications to this Agreement.

IX. DISCLAIMER OF WARRANTIES

THE PRODUCT, INCLUDING ALL CONTENT, SOFTWARE, AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF, IS DISTRIBUTED ON AN "AS IS" BASIS. THERE ARE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, OR NON-INFRINGEMENT; (A) THAT THE FUNCTIONS CONTAINED IN THE PRODUCT SHALL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (B) THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS, (C) THAT THE PRODUCT DEFECTS SHALL BE CORRECTED, (D) THAT THE PRODUCT SHALL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR (E) THAT THE PRODUCT, INCLUDING FORUMS OR THE SERVERS ON WHICH THE PROVIDER WEB SITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW THE UNIFORM COMMERCIAL CODE AND THE UNIFORM COMPUTER INFORMATION TRANSACTION ACT SHALL NOT APPLY TO THIS AGREEMENT.

X. LIMITATIONS ON LIABILITY

USE OF THE PRODUCT IS AT YOUR SOLE RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE AND/OR

ACCESS TO THE PRODUCT. THE PROVIDER AND ITS AFFILIATES, AGENTS, LICENSORS, AND ANY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES FOR PROVIDER SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, ATTORNEY'S FEES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES OR SIMILAR DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

The Product may include facts, views, opinions, and recommendations of individuals and organizations deemed to be of interest. Provider does not guarantee the accuracy, reliability, completeness, or timeliness of, or otherwise endorse these views, opinions, or recommendations. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your own risk.

The Product may contain links and pointers to other sites on the Internet which may be maintained by third parties. Such links do not constitute an endorsement by Provider of any third-party site or any materials contained therein. Provider does not control and is not responsible for the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products, or services accessible from such third-party sites.

XI. LIMITATION OF DAMAGES

THE LIABILITY OF PROVIDER, ITS AFFILIATES, AGENTS, LICENSORS, AND ANY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES FOR PROVIDER, IF ANY ARISING OUT OF ANY KIND OF LEGAL CLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IN ANY WAY CONNECTED WITH THE PRODUCT OR PROVIDER IS LIMITED TO THE AMOUNTS PAID BY YOU TO PROVIDER IN THE MOST RECENT SUBSCRIPTION PERIOD. YOU RELEASE PROVIDER FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THAT AMOUNT.

XII. TERM AND TERMINATION

- A. This Agreement shall continue until terminated by Provider or until you notify Provider in writing, either via mail, e-mail, fax, or using functionality of the Product, of your decision to close your User Account and terminate this Agreement.
- B. If initiated by You, termination shall take effect within twenty-four (24) hours of receipt of your request and Provider shall send you written confirmation thereof. If initiated by Provider, termination shall take effect immediately, and Provider shall send you written notice thereof.
- C. IF ANY OF THESE RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU MAY TERMINATE THIS AGREEMENT IN WRITING EITHER VIA E-MAIL, FACSIMILE, REGULAR MAIL, OR THROUGH FUNCTIONALITY OF THE PRODUCT. YOUR CONTINUED USE OF THE PRODUCT NOW, OR FOLLOWING THE POSTING OF NOTICE OF

ANY CHANGES IN THIS AGREEMENT, SHALL INDICATE ACCEPTANCE BY YOU OF SUCH RULES, CHANGES, OR MODIFICATIONS.

- D. Either You or Provider may close your User Account at any time. You understand and agree that closing your User Account and terminating this Agreement is Your sole right and remedy with respect to any dispute with Provider. This includes, but is not limited to, any dispute related to, or arising out of: (i) any term of this Agreement or Provider's enforcement or application of this Agreement; (ii) any policy or practice of Provider, including enforcement or application of these policies; (iii) the content available through Provider or any change in content provided through Provider; and (iv) Your ability to access and/or Use the Product.
- E. If Provider terminates this Agreement, Provider reserves the right to refuse to provide access to any Product to You in the future.
- F. Upon termination of this Agreement and/or closing of your User Account, Provider may continue to store and use Your User-Generated Content, or may immediately delete Your User-Generated Content, at Provider's sole discretion.

XIII. PUBLIC REFERENCE

You shall not commercially use or refer to any trademarks, service marks, logos, or other identifiers of Provider, or properties owned, controlled, licensed, or otherwise proprietary to Provider without the prior written consent of Provider. Any such permitted use of any trademarks, service marks, logos, or other identifiers shall inure to the benefit of Provider.

XIV. DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) POLICIES

Provider will respond to allegations of copyright violations in accordance with the Digital Millennium Copyright Act (DMCA). The DMCA provides a process for a copyright owner to give notification to an online service provider concerning alleged copyright infringement.

After receiving a notification, Provider will process and investigate the notification and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of a notification that complies or substantially complies with the DMCA (as set forth below), Provider will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. On taking down content under the DMCA, Provider will take reasonable steps to contact the owner of the removed content so that a counter-notification may be filed. On receiving a valid counter-notification, Provider will generally restore the content in question, unless Provider receives notice from the notification provider that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity.

Please note that these notifications and counter-notifications are real-world legal notices provided outside the Product. Provider may provide copies of such notices to the participants in the dispute or third parties, at Provider's discretion and as required by law—the privacy policy for Provider does not protect information provided in these notices.

A. Instructions for Filing Notification

- (1) A written notification must be made. This can be done either by fax or written letter (regular mail or courier). E-mails will not be accepted unless a prior arrangement has been made. The notification must:
- (2) Identify in sufficient detail the copyrighted work that the owner believes has been infringed upon (i.e., describe the work that is being infringed);
- (3) Identify the item that the owner claims is infringing on their copyright, and provide information reasonably sufficient to locate the item within the Product. For example, "The allegedly infringing work I am referring to is located on the page: [insert Web address].";
- (4) Provide a reasonably sufficient method of contacting the owner; phone number and e-mail address would be preferred;
- (5) (Optional) Provide information, if possible, sufficient to permit Provider to notify the user(s) who posted the content that allegedly contains infringing material. The owner may also provide screenshots or other materials that are helpful to identify the works in question. (This is for identification only, not to "prove" substantive claims);
- (6) Include the following statement: "I have good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent, or by protection of law.";
- (7) Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."; and
- (8) Sign the paper

Please note: The DMCA provides that a submitter of a notification may be liable for damages (including costs and attorney's fees) if it falsely claims that an item is infringing copyrights of the submitter. Provider recommends contacting an attorney if the owner is unsure whether Content provided by the Product is protected by copyright laws.

- (9) Send the written document to the designated Copyright Agent at Chronica Ventures:

Chronica Ventures, LLC
16410 84th St. NE #D649
Lake Stevens, WA 98258

B. Instructions for Filing Counter-Notification:

- (1) List the Content that was removed by the Provider administrators, and the location at which the material appeared before it was removed. Please identify the Content in sufficient detail;
- (2) Provide Your name, address, telephone number, e-mail address (if available);
- (3) State that You consent to the jurisdiction of federal district court for the judicial district in which you reside (or Seattle, Washington if your address is outside the United States);

- (4) State that you will accept service of process from the person who provided notification to Provider of the alleged infringement or an agent of such person;
- (5) State the following: "I swear, under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."; and
- (6) Sign the paper.
- (7) Send the written document to the designated Copyright Agent at Chronica Ventures:

Chronica Ventures, LLC
16410 84th St. NE #D649
Lake Stevens, WA 98258

XV. EXPORT CONTROL LAWS

Software available on the Provider Web Site or as part of the Product may contain technology that is subject to export controls. You agree not to transfer or export such Software from the United States, including providing such Software to any foreign person or entity in the United States.

XVI. ASSIGNMENT

You shall not assign your rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law, or otherwise, without the prior written consent of Provider and any attempt to do so shall be deemed null and void, and of no effect.

XVII. SEVERABILITY

If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

XVIII. SURVIVABILITY

The license granted by You to Provider to exploit intellectual property rights in User-Generated Content will survive termination of this Agreement.

XIX. WAIVER

The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

XX. NOTICE

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (A) if by hand delivery, upon receipt thereof, (B) if by mail,

ten days after deposit in the United States mails, postage prepaid, certified mail, return receipt requested, (C) if by facsimile or e-mail transmission, upon electronic confirmation thereof, or (D) if by next-day delivery service, upon such delivery.

XXI. INDEPENDENT CONTRACTOR

No party shall have the power to bind the other party, nor shall any party make any such representation to third parties. The parties' relation to the other shall be that of an independent contractor solely responsible for the manner and means by which the duties hereunder are carried out. No party shall be construed for any purpose to be an employee subject to the control and direction of the other party.

XXII. FORCE MAJEURE

If the performance of any part of this Agreement by the parties is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, terrorism, earthquake, fire, judicial or governmental action, labor disputes, act of God, or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered, or delayed by such causes, provided, however, that if such period of force majeure last more than thirty (30) days, then the other party hereto may terminate this Agreement.

XXIII. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Washington without regard to its choice of law provisions.

XXIV. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; provided that actions for infringement of copyright or patent shall not be subject to arbitration, but shall be under the exclusive jurisdiction of the United States District Courts. The parties agree that any arbitration shall be conducted in Seattle, Washington, or the nearest locale thereto.

XXV. FORUM SELECTION

The parties agree that any litigation shall be conducted in the state or federal courts sitting in King County, Washington; the parties hereby consent to jurisdiction and venue in such courts, and waive any argument of forum non conveniens in connection therewith.

XXVI. HEADINGS

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

XXVII. ENTIRE AGREEMENT

This Agreement and the attachments to it constitute the entire agreement between the parties with respect to the subject matter of the Agreement, and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.

DPS:DS