

Terms of Service

IMPORTANT - READ CAREFULLY BEFORE PROCEEDING

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE CLICKING THE "I ACCEPT" BUTTON. BY INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, YOU ("Member") ACKNOWLEDGE AND AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT FOR THE USE OF InstantMediaKit.com™ SERVICES ("Services") PROVIDED BY INSTANTMEDIKIT.COM, LLC. ("InstantMediaKit.com"). IF MEMBER IS NOT WILLING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, MEMBER SHOULD PROMPTLY EXIT FROM THIS WEBSITE AND REFRAIN FROM USING ITS SERVICES. BY USING OR ACCESSING THE SERVICE MEMBER AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

IF MEMBER HAS NOT REACHED LEGAL AGE OF MAJORITY, OR IS OTHERWISE NOT PERMITTED BY LAW TO BE A PARTY TO THIS AGREEMENT, MEMBER ACKNOWLEDGES THAT InstantMediaKit.com IS PROVIDING THE SERVICE WITH THE IMPLICIT UNDERSTANDING THAT MEMBER'S LEGAL GUARDIAN IS NOT OPPOSED TO MEMBER'S USE OF THE SERVICE. INSTANTMEDIKIT.COM RESERVES THE RIGHT TO DISCONTINUE SERVICES IN THE EVENT MEMBER DOES NOT OTHERWISE COMPLY WITH THE TERMS AND CONDITIONS CONTAINED HEREIN. IN RESPONSE TO THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA") WE REQUIRE THAT MEMBER BE AT LEAST 13 YEARS OLD TO USE InstantMediaKit.com's SERVICES.

1. Grant of Rights to Use Services

By becoming a member of InstantMediaKit.com, you agree to the following Terms of Service:

This Terms of Service document (**this "Agreement"**) constitutes a **legally binding contract between** InstantMediaKit.com, LLC ("InstantMediaKit.com ") and the person or organization (the "Member") who submits an order for services or who pays for services on behalf of (the "Member"). InstantMediaKit.com may change this Agreement at any time by posting a revised version of the

Agreement on its website and such change will be effective at any time after the Member is advised of the change and continues to use or pay for the Services.

2. Services

InstantMediaKit.com will provide the Services ordered by the Member, subject to all of the terms, conditions and limitations applicable to the Services set forth on the InstantMediaKit.com website. The Member will pay for the Services at the price indicated in the order. InstantMediaKit.com may change the prices for the Services at any time and any such change in prices will be effective thirty (30) days after InstantMediaKit.com posts the change on its website. All fees collected under this Agreement are fully earned when due and nonrefundable when paid. All fees due under this Agreement must be paid in United States dollars via credit card or other payment method acceptable to InstantMediaKit.com.

3. Member Registration

Member agrees to provide its true, accurate, current and complete name, mailing address, telephone and other contact information in Member's profile upon signing up for the Services and at subsequent times as requested by InstantMediaKit.com.

If Member provides data that is, or that InstantMediaKit.com suspects to be, false, inaccurate, not current or incomplete, InstantMediaKit.com has the right to suspend or terminate Services and refuse any and all current or future use of all Services, or any portion thereof.

Member acknowledges that InstantMediaKit.com may distribute the registration data to third parties, provided, however, Member's name, address (home and email) and telephone number will not be distributed, unless required by law, or in the event Member grants InstantMediaKit.com the right to provide that information.

Member shall maintain and promptly update the registration data as applicable, including, but not limited to:

- Change in address

- Change in credit card account status (e.g., closed account, maximum credit use)

- Change in expiration date of credit card account

Upon completion of all registration information and acceptance of this

Agreement, Member will receive a password and user ID.

Member is solely responsible for the maintaining the confidentiality of Member's password and user ID, and will be responsible for all transactions and activities that occur as a result of Member's disclosure of such password and/or User ID, whether or not such transactions and/or activities were authorized by Member.

Member shall not give account information to third parties and shall at all times be responsible and liable for any transactions or activities that occur on Member's account.

Member shall immediately notify InstantMediaKit.com if any unauthorized use of Member's account has occurred or of any other breach of security.

4. Acceptable Use

The Member may use the Services only in accordance with this Agreement, applicable laws in the United States and the applicable laws of any other jurisdiction. Effective upon acceptance of this Agreement, InstantMediaKit.com hereby grants to Member a personal, nonexclusive, nontransferable, revocable license to access and use the Services (as defined below), for Member's non-commercial use. Member agrees not to use the Services in any manner that violates the InstantMediaKit.com [Acceptable Use Policy](#). In addition, the Member agrees that it will not use the Services to:

Engage in any illegal or tortuous activity;

Violate the patent, copyright, trademark, trade secret or other intellectual property rights of any third party;

Sell or distribute illegal adult oriented content that features nudity, sexual acts or adult-themed material; or

Use verbal, physical, written or other abuse (including threats of abuse or retribution) of any Web.com member, employee, member, or officer will result in immediate account termination.

Publish or distribute in any manner any content that is harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable to InstantMediaKit.com in its sole discretion.

Sell, resell, reproduce, duplicate, copy, distribute, create derivative works or exploit for commercial purposes, any portion of the Services, access to the Services, or use of the Services nor make any claim that it does have such right.

5. Proprietary Rights

As between the parties, InstantMediaKit.com shall retain all right, title and interest to the Services including all copyrights, trademarks, patents and all other intellectual property rights thereto, including without limitation with respect to all technology used in connection with or provided as part of the Services.

Member may not, nor allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever. Member may not allow any third party to access the Services for any purpose whatsoever.

The trademark notices and other proprietary legends shall not be removed from the Services and no right to use any trademark is granted under this Agreement.

Member may not grant any sublicense, lease or other right in the Services to any third party. All rights not expressly granted under this Agreement are retained by InstantMediaKit.com.

6. No Guarantee of Results

The Member acknowledges that InstantMediaKit.com does not guarantee, imply, or predict any type of profit or response from the Services. The Services may be subject to interruptions, loss of data, deletion of data and conditions that prevent the proper operation of the Services resulting from conditions of events outside the reasonable control of InstantMediaKit.com and for which InstantMediaKit.com will bear no responsibility. The Member irrevocably covenants, promises and agrees to indemnify InstantMediaKit.com and its assigns and to hold them harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature that they may sustain or to which they may become subject arising out of or relating in any way to the use of the Services, including, without limitation, in each case attorneys' fees, costs and expenses actually incurred in defending against any such claims or enforcing the prerogatives of InstantMediaKit.com under this Agreement.

7. Use of Member Data

Member agrees that InstantMediaKit.com may use data collected from the Member only as permitted by the InstantMediaKit.com [Privacy Policy](#) and InstantMediaKit.com agrees to use such data only as permitted by such Privacy Policy, the terms of which are incorporated herein by this reference as if fully stated herein.

8. Description of Services

The Services may include any one or more of the following elements, depending upon the package and options selected by the Member during the ordering process:

The services provided by InstantMediaKit.com hereunder may allow Member to access the use of InstantMediaKit.com's educational materials and templated forms to create their own customized online media kit (collectively, the "Services").

Software that facilitates the ability to create links that leads to the sale of products by the Member to Members on a website controlled by the Member;

Affiliate marketing tools and services

Certain of these Services may include additional third-party products or services that require the Member to accept the terms and conditions of the third party or to pay additional fees to such third party. Member agrees that it is wholly responsible for any such third party terms and conditions and third party fees.

Unless explicitly stated otherwise, any new features provided by InstantMediaKit.com.com that augment or enhance the current Services shall also constitute "Services" and shall be subject to these terms and conditions.

Member is solely responsible for obtaining all equipment and approvals necessary for connection to the World Wide Web and all charges associated with such connection, including but not limited to obtaining a PC and modem or other access device, having access to the World Wide Web and phone service charges.

9. Modification To Services

During the term of this Agreement, InstantMediaKit.com may modify or discontinue the Services at any time and with or without notice to Member.

Member agrees that InstantMediaKit.com shall not be responsible or liable in any way for deactivation or deletion of accounts or for loss of photos, videos, audio clips, and other content uploads, communications, postings, data or information as a result of, or arising out of, administration of the Services, whether or not Member is given prior notice thereof.

InstantMediaKit.com may delete accounts that are inactive for an extended period of time.

InstantMediaKit.com shall not be liable to the Member or any third party for any reason for InstantMediaKit.com modifying or terminating the Services, in whole or in part.

Member is responsible for creating a back-up copy of any important or critical information that is stored on the Services. InstantMediaKit.com shall not be responsible or liable in any way for any information or data loss in connection with the Services.

10. Modification to Agreement

InstantMediaKit.com reserves the right to change the terms and conditions of this Agreement, by posting a revised version of this Agreement at Terms of Service or its successor site.

Use of the Services signifies Member's agreement to all terms, conditions and notices contained or referenced herein. Continued use of any part of the Services following the posting of any changes to this Agreement constitutes acceptance of those changes, and all changes shall thereupon become binding upon the Member.

If Member does not agree to the changes, Member shall immediately cease all use of the Services.

11. Electronic Transactions

Member agrees that by entering into transactions with InstantMediaKit.com, Member affirms consent to receive all information, copies of agreements and correspondence ("Documents") from InstantMediaKit.com in an electronic format, and to also send information to InstantMediaKit.com in an electronic format, either through Member's account or via email, at InstantMediaKit.com's discretion. Member agrees to treat any such electronic Documents received from InstantMediaKit.com or sent to InstantMediaKit.com as being legally equivalent to any "written" information Member would receive or send in print or by postal mail. Member's transactions with InstantMediaKit.com indicates that Member agrees to treat all electronic Documents received from or sent to InstantMediaKit.com as having full legal enforceability and legal effect. In any situation where Member's signature may be required to process a transaction, compliance with a commercially reasonable attribution procedure agreed to or adopted by the parties or established by law for authenticating a record shall authenticate the record. Without limiting the foregoing, the parties agree that if Member enters the username of Member's account, and enters password associated with the

account, such process shall constitute a legally-binding signature by Member. Member acknowledges and agrees that InstantMediaKit.com will not be responsible for Member's failure to receive any electronic Documents, and in the event Member is expecting to receive some electronic Documents that in fact Member does not receive, Member will notify InstantMediaKit.com immediately. Member further acknowledges and agrees that Member's responsibilities or the methods by which InstantMediaKit.com sends Member electronic Documents may be altered from time to time, at InstantMediaKit.com's discretion, and InstantMediaKit.com will give Member advance notice of such changes.

Member agrees that Member will take all reasonable measures to protect the security and confidentiality of all usernames and passwords issued hereunder and will inform InstantMediaKit.com immediately if Member discovers that any of these items have been given out (intentionally or accidentally) to other people.

Member agrees that Member will review Member's transaction(s) carefully prior to accepting them and that once Member accepts any transaction, it will be final, binding upon Member and unchangeable in any way.

12. Billing Policy

The Services will commence on the date Member's order is accepted by InstantMediaKit.com (the "Effective Date") and will continue on the basis of successive billing periods of 30 days (with the first day of each billing period being a "Billing Date") thereafter until terminated by either party.

InstantMediaKit.com will charge the Member's credit card on each Billing Date for the billing period beginning on that date. If funds are not available or InstantMediaKit.com otherwise is unable to collect any fees when due, InstantMediaKit.com may continue to submit charges on Member's credit card from time to time until all fees due are paid. InstantMediaKit.com may suspend all or any portion of the Services at any time when fees are due and unpaid.

Member shall be required to pay monthly membership charges and enhanced service charges in connection with the Services, as stated by InstantMediaKit.com. There may be additional fees if Member requests a change in any Services. The foregoing may be billed to Member as InstantMediaKit.com determines at its sole discretion.

InstantMediaKit.com bills membership charges and charges for certain enhanced Services in advance. Member will pay InstantMediaKit.com for all charges billed to Member's account, whether or not Member was the user of the account. Member has the right to dispute charges on Member's

bill, but only if Member notifies in writing InstantMediaKit.com of the dispute within thirty (30) days after the applicable billing date. If Member fails to notify InstantMediaKit.com of any dispute within such thirty (30) day period, Member shall have irrevocably waived the right to dispute any such charge. Member must pay all charges on time until the dispute is resolved. If the dispute is resolved in Member's favor, InstantMediaKit.com will refund the disputed amounts to Member.

InstantMediaKit.com will charge Member the rates in effect under Member's membership plan, plus any enhanced service charges at the time of membership purchase, as such rates may be updated by InstantMediaKit.com from time to time. Some charges (such as, but not limited to, surcharges) may accumulate in Member's account before Member is charged for such amounts, or such amounts may be charged to Member as assessed. If Member has enrolled in a then-current membership plan and chooses to change the plan, and if there are one or more days remaining on Member's current membership plan, Member will be credited for those days in the calculation of Member's charges. Member's billing cycle starts on the day the membership purchase is successfully processed. If there is a change in membership plan, there may be a resulting change in Member's billing date.

Member agrees that all payments will be made to InstantMediaKit.com via credit or debit card, issued by a US bank, including MasterCard®, VISA®, American Express® or Discover®. InstantMediaKit.com may change the credit cards accepted at any time, at its sole discretion. Member's name and address as it appears on Member's InstantMediaKit.com account must also be on the credit account from which Payment is made. If Member provides a credit card number that InstantMediaKit.com accepts for payment of Member's monthly bills, Member is authorizing InstantMediaKit.com to charge the amounts Member owes, then or later, to that credit card account and to demand immediate payment from the card issuer. Member also agrees to pay, under the terms of Member's agreement with the card's issuer, the amounts charged to Member's credit card. Every time Member uses InstantMediaKit.com Services, Member reaffirms that InstantMediaKit.com is authorized to charge Member's card. Member agrees to authorize InstantMediaKit.com to charge purchases made online to the credit card account supplied to InstantMediaKit.com when the membership was initiated, or the card that InstantMediaKit.com has on file when the purchase is made. Member agrees to pay all costs and expenses, including without limitation attorney's fees, incurred by InstantMediaKit.com to collect any monies due under terms of this Agreement.

13. Termination and Refund

Member may terminate this Agreement at any time by giving InstantMediaKit.com written notice at least thirty (30) days prior to the next Billing Date. InstantMediaKit.com may also terminate this Agreement at any time by giving Member at least thirty (30) days prior notice. In addition, InstantMediaKit.com may terminate this Agreement immediately and without prior notice if Member is in breach of this Agreement. Following termination the Member will have no right to use or access the Services and InstantMediaKit.com shall have no further obligations whatsoever to Member. In its discretion, InstantMediaKit.com may permit a Member to recover data from the Services following termination after payment of additional fees.

Any change in Service requested by Member shall be at InstantMediaKit.com's discretion and shall be subject to the provisions of this Agreement.

Any fees due under this Agreement are net of any sales or use taxes, all of which are the sole responsibility of Member. Members who purchase Services with an annual billing arrangement may receive a refund for terminating the Services in the following circumstances:

An annual-billed Member may receive a 100% refund for termination within thirty (30) days after the annual renewal date.

An annual-billed Member may receive a 50% refund for termination within thirty-one (31) and ninety (90) days after the annual renewal date.

An annual-billed Member may receive a 25% refund for termination within ninety-one (91) and one hundred eighty (180) days after the annual renewal date

Thirty Day Money-Back Guarantee.

InstantMediaKit.com will refund the initial start-up fee within the first 30 days of the account creation if the Member wishes to cancel their membership account. If Member cancels after the first 30 days of the account creation, Member will forfeit 100% of their initial start-up fee and be billed through the end of the current monthly billing cycle.

14. Member Notice:

Notice of cancellation of accounts must be submitted in writing to InstantMediaKit.com Member Support from the email address that was used to create the account. On every page of the InstantMediaKit.com admin area, there

is a link to our help desk. Member may also give written notice to InstantMediaKit.com by regular or certified mail to the following address:

InstantMediaKit.com
Attn: Legal Department
1223 Wilshire Blvd., Suite #1810
Santa Monica, CA 90403

15. InstantMediaKit.com Notice:

The following terms presents InstantMediaKit's Rights to Restrict or end service or this agreement.

To maintain or improve the Services, to prevent fraud, or for any other reason determined by InstantMediaKit.com, InstantMediaKit.com, at its sole discretion, may restrict, suspend, terminate or modify Member's service with or without notice. Without limiting the generality of the foregoing, InstantMediaKit.com may restrict, suspend or terminate Member's Services with or without notice for reasons including, without limitation, if Member:

Incurs charges that cannot be billed

Makes a false statement to InstantMediaKit.com

Interferes with InstantMediaKit.com Member service or other business operations

Becomes insolvent or goes bankrupt

Breaches any part of this Agreement

Member's credit information cannot be verified.

InstantMediaKit.com believes or suspects that Member's account is being misused or used by anyone for unlawful activity.

InstantMediaKit.com believes or suspects that the use of Member's account adversely affects or has the potential to affect service to other Members.

InstantMediaKit.com believes or suspects that the use of Member's account adversely affects or has the potential to affect InstantMediaKit.com's operations.

Upon any termination in accordance with the foregoing, InstantMediaKit.com may immediately deactivate or delete Member's account and all related information

and files in Member's account, reassign any domains or passwords associated with the account, and/or bar any further access to such files, information, or the Services.

InstantMediaKit.com shall not be liable to Member or any third party for any reason for terminating this Agreement or access to Services or for modifying this Agreement and/or the Services.

InstantMediaKit.com may give notice to Member of any matter under this Agreement (a) orally, by calling Member's representative or by leaving a voicemail for Member's representative at the telephone number in Member's profile, (b) by email to the email address provided by Member in Member's profile, or (c) by regular mail to Member's mailing address in Member's profile.

16. Affiliate Program

InstantMediaKit.com offers an "Affiliate Program" to reward those who refer new clients to InstantMediaKit.com. If Member elected to participate in the InstantMediaKit.com affiliate marketing program, or has otherwise been accepted by InstantMediaKit.com to participate in such affiliate marketing program, the following provisions apply:

InstantMediaKit.com will pay a commission (the "Commission") equal to ten percent (10%) of amounts billed and received by InstantMediaKit.com from new Members who purchase services from InstantMediaKit.com within six (6) months after clicking on an approved InstantMediaKit.com affiliate marketing link or banner on a website owned or controlled by Member. In select cases, InstantMediaKit.com may negotiate a different Commission rate.

All tracking of referrals and clicks are as determined by InstantMediaKit.com's systems. Member agrees that InstantMediaKit.com reserves the right to determine through its own means who, if anyone, gets "credit" for a new client. InstantMediaKit.com will not pay Commissions on sales that are subsequently rescinded or charged back and any Commissions paid on such sales must be repaid or debited from future Commissions due.

InstantMediaKit.com may use any manual or automated methods it desires to determine who a new member was referred by including but not limited to manual entry, special links, date-limited "cookies", session "cookies", or special pages. Member agrees that regardless of the method chosen by InstantMediaKit.com, it is likely that the actual number of referrals will be

higher than the credited number of referrals made due to various inefficiencies in tracking technology and Member further agrees to use InstantMediaKit.com's count. Member agrees that Member will keep InstantMediaKit.com informed of all postal address and e-mail address changes for the Member. Member may appeal the amount of a payment within 30 days of a payment being sent and may request investigation into a missing payment within 30 days of when InstantMediaKit.com should have sent the payment under the current Affiliate program rules. Member agrees that if a Member's membership is terminated for any reason, Member forfeits all rights to future affiliate payments.

InstantMediaKit.com will aggregate Commissions due and issue payment only when the commission amount is equal to or greater than \$25.00 (USD).

InstantMediaKit.com may change the commission rate and other terms and conditions of this affiliate marketing program at any time, with such changes to be effective when posted to the InstantMediaKit.com website.

After enrolling in the affiliate marketing program, the affiliate will receive their own unique referral program tracking link. Member may not use or display on the affiliate link any material that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of InstantMediaKit.com. InstantMediaKit.com is not responsible for a member neglecting to use their affiliate link correctly in referring others to InstantMediaKit.com. Should this happen, Member forgoes the right to receive commissions accordingly.

A Member enrolled in the affiliate marketing program will continue to earn Commissions even after the affiliate Member terminates Services. InstantMediaKit.com may offset against any Commissions earned, however, any due and unpaid amounts in respect of Services. However, affiliate Member's commissions only remain active for as long as each referral's Services are active. Commissions will cease to accrue for that referral once that referral terminates Services.

Member agrees that InstantMediaKit.com may change its Affiliate Program at any time without warning or notification including but not limited to payment method, payment schedule, payment "levels", payment calculations, reporting methods. Member agrees that InstantMediaKit.com may cancel the affiliate program at any time without warning or notification.

17. Third Party Advertiser

Members may enter into transactions with third-party advertisers on the Services.

Such transactions shall be between Member and advertisers and InstantMediaKit.com shall have no responsibility or liability in connection with any such transaction or the information, goods or services provided by any such advertiser.

18. Warranty Disclaimer

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND INSTANTMEDIAKIT.COM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. INSTANTMEDIAKIT.COM MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES ARE FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES SHALL BE BORNE SOLELY BY MEMBER.

INSTANTMEDIAKIT.COM MAKES NO WARRANTY THAT THE SERVICES WILL MEET MEMBER'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED.

INSTANTMEDIAKIT.COM IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL.

INSTANTMEDIAKIT.COM DOES NOT MAKE ANY WARRANTY PERTAINING TO ANY GOODS OR SERVICES PURCHASED, OBTAINED, SECURED OR ACQUIRED THROUGH THE SERVICES OR ANY TRANSACTION ENTERED INTO THROUGH THE SERVICE.

INSTANTMEDIAKIT.COM DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE SERVICES OR ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. MEMBER ACKNOWLEDGES THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT MEMBER'S SOLE RISK AND DISCRETION AND INSTANTMEDIAKIT.COM WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO MEMBER OR MEMBER'S PROPERTY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY MEMBER FROM INSTANTMEDIKIT.COM, ITS EMPLOYEES, OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO MEMBER.

19. Limitation of Liability

IN NO EVENT SHALL INSTANTMEDIKIT.COM BE LIABLE TO MEMBER OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. INSTANTMEDIKIT.COM'S LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL NOT EXCEED THE FEES PAID BY MEMBER FOR THE SERVICES, IF ANY. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO MEMBER.

IN NO EVENT WILL InstantMediaKit.com BE LIABLE FOR ANY (A) LOSS OF USE, LOSS OF DATA, OR INTERRUPTION OF BUSINESS OR (B) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF InstantMediaKit.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEMBER ACKNOWLEDGES THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT, AND ABSENT SUCH LIMITATIONS, InstantMediaKit.com WOULD NOT ENTER INTO THIS AGREEMENT.

20. Indemnification

Member will indemnify, hold harmless and defend InstantMediaKit.com, its directors, officers, employees and agents from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from any negligent acts, omissions or willful misconduct

by Member, Member's use of the Services and/or any third-party claim, action, suit, or proceeding arising out of or relating in any way to any alleged breach of the terms and conditions of this Agreement by Member.

InstantMediaKit.com will indemnify and defend Member against any third-party claim, action, suit, or proceeding alleging any breach of this Agreement by InstantMediaKit.com. In connection with any request for indemnification under this Agreement, the indemnified party must: (i) give the indemnifying party prompt, written notice of any claim, action, suit, or proceeding for which the indemnified party is seeking indemnity; (ii) grant control of the defense and settlement to the indemnifying party; and (iii) reasonably cooperate with the indemnifying party at the indemnifying party's expense.

21. International Use

InstantMediaKit.com makes no representation that materials on its web site(s) are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Member agrees to comply with all applicable foreign and domestic laws, rules and regulations regarding the transmission of technical data exported from or imported to the United States or the country in which Member resides.

22. Miscellaneous

This Agreement, including any documents incorporated herein by reference, merges all prior written and oral communications and defines the entire agreement of the parties concerning the Services.

In the event any portion of this Agreement shall be held illegal, void, or ineffective, the remaining portions hereof shall remain in full force and effect and such illegal, void or ineffective provisions shall be construed, as nearly as possible, to reflect the intentions of the parties.

All notices under this Agreement shall be in writing and delivered by email or in writing.

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflict of law provisions. Each party submit to the exclusive jurisdiction of the state and federal courts located in California, and irrevocably waive any right that such party may have to assert the such forum is not convenient or that any such court lacks jurisdiction.

Member agrees and acknowledges that any breach of the provisions regarding ownership contained in this Agreement shall cause InstantMediaKit.com

irreparable harm and InstantMediaKit.com may obtain injunctive relief as well as seek all other remedies available to InstantMediaKit.com in law and in equity.

Member shall not transfer or assign this Agreement or Member's rights under this Agreement. Any purported transfer or assignment in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.

The failure of InstantMediaKit.com to exercise its rights under this Agreement will not be construed as a waiver of such rights, nor will it in any way affect the validity of this Agreement. The provisions of this Agreement relating to intellectual property ownership, restrictions on use or disclosure of the Services, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason.

The U.N. Convention for the Sale of Goods shall not be applicable to this license of the Services to Member.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

IF YOU WOULD LIKE ANOTHER OPPORTUNITY TO REVIEW THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE SCROLL TO THE TOP OF THIS WEB PAGE.

IF YOU DO NOT ACCEPT - PROMPTLY EXIT FROM THIS WEB PAGE

If you have any questions concerning these terms, please contact us.