

TERMS OF SERVICE

NextRiff.com is a property of NextRiff, LLC, ("NextRiff," "Company," "we," "us," "our") a New York limited liability company.

- 1. Acceptance of Terms.** NextRiff.com welcomes you to its online service inclusive of our website and mobile app (the "Service"). By using this Service, you are agreeing to the following Terms of Service ("TOS"), whether or not you are a registered customer of NextRiff. The TOS may be updated from time to time without notice to you. However, you can always find the latest TOS at nextriff.com and should check regularly for updates and changes.

NEXTRIFF RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT ITS SOLE DISCRETION.

In addition, when using the Service, you shall be subject to any posted policies, guidelines or rules applicable thereto. All such policies, guidelines and rules are hereby incorporated by reference into the TOS. You further agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

IF YOU DO NOT AGREE TO THE CURRENT TERMS AND CONDITIONS, PLEASE DO NOT USE THIS SERVICE, SINCE YOUR USE OF IT CONSTITUTES ACCEPTANCE OF ALL OF THE MOST CURRENT TERMS AND CONDITIONS FOR ITS USE.

- 2. Description of Service.** NextRiff makes available a collection of resources to its registered and non-registered users as the Service. Registered users can create Content (as defined by Section 4 below), select favorites, edit, rate, comment and read and share other people's Content. Non-registered users can browse topics, profiles, and other people's Content.

THE SERVICE IS PROVIDED "AS IS" AND NEXTRIFF ASSUMES NO RESPONSIBILITY FOR TIMELINESS, NON-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATION, WRITING, IMAGE, OR PERSONALIZATION SETTINGS. ADDITIONALLY, NEXTRIFF PROVIDES INFORMATION WITHOUT WARRANTY OF ANY KIND AND AS SUCH, THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, OR RELIABILITY OF THE INFORMATION.

Unless explicitly stated otherwise, any new features which augment or enhance the Service, including without limitation the release of new NextRiff properties, are subject to the then current TOS.

All users must abide by the TOS. If a user fails to follow any of the guidelines and/or rules of behavior, NextRiff can discontinue their ability to use the site at any time. In addition, we have the right to delete any piece of Content and provide comment on any topic or profile we find objectionable in our reasonable discretion.

You may only use this website for purposes expressly permitted by the TOS. As a condition of your use of NextRiff you represent and warrant to us that you will not use the website and any Service for any purpose that is unlawful, offensive, and/or prohibited by this TOS.

You alone are totally responsible for any activity that takes place on NextRiff under your name and password. If you become aware of any unauthorized use of your username and/or password it is your responsibility to notify us immediately. It is up to you to maintain the confidentiality of your password and username at all times.

You understand that you may receive business-related communications from us such as Service announcements and account administrative notices and you agree that these communications are not "unsolicited commercial email advertisements" and thus, subject to all applicable laws, you agree to receive them, and you will not be able to opt out of receiving such communications.

As a user of the Service you also understand and agree that the Service will also include advertisements. You agree that such advertisements are not "unsolicited commercial email advertisements" and, subject to all applicable laws, you agree to receive them, and you will not be able to opt out of receiving such communications. You understand and agree that your correspondence or business dealings with, or participations in promotions of, advertisers found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser. You agree that NextRiff shall not be responsible or liable for any loss or damage incurred as the result of such dealings or as the result of the presence of such advertisers on the Service.

You understand that you are responsible for obtaining access to the Service and that access may involve third party fees. You are totally responsible for obtaining such access and paying those fees.

YOU MUST BE AT LEAST 13 YEARS OF AGE TO ACCESS AND VIEW THE SERVICE, AND MUST BE AT LEAST 18 YEARS OF AGE TO ACCESS AND USE ANY "ADULT" DESIGNATED PORTIONS OF THE SERVICE (where applicable). IF YOU ARE 13 YEARS OR YOUNGER, DO NOT USE THIS SERVICE FOR ANY PURPOSE AS IT IS NOT INTENDED FOR USE BY CHILDREN.

3. Rules of Behavior.

- You are solely responsible for your own communications and Content including any data, images, graphics, text, audio, video, email, links, and/or screen names you post to the site. You agree to use the Service to post and receive communications and Content that are legal and proper.
- You must not abuse, defame, harass, stalk, threaten, intimidate, or otherwise violate the legal rights of others.
- You must not violate the privacy or publicity rights of others.
- You must not upload, post or link to any material that is inappropriate, defamatory, infringing, obscene, vulgar, libelous, racially or ethnically hateful, objectionable, or unlawful (or promote or provide instructional information about illegal activities or

communications that could reasonably cause damage, loss, harm, or injury to any individual or group).

- You must not post, upload or link to (a) anything that promotes or distributes pyramid schemes or chain letters, or (b) other disruptive, illegal or immoral communications of any kind.
- You must not post, upload or link to anything that could potentially exploit or harm children by exposing them to inappropriate Content, asking for personally identifiable details or information, or otherwise exposing them to materials or information which in any way could cause damage, injury, or harm of any kind.
- You must not post, upload or link to anything that harvests or otherwise collects information about other users, including without limitation addresses, phone numbers, e-mail addresses, and/or health or financial information of any kind, without the users' prior express consent in each instance.
- You must not post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicits funds, advertisers or sponsors for any purpose.
- You must not upload or post anything that infringes any patent, trademark, copyright, trade secret or other intellectual property or other legal right of a third party without prior written permission from the third party in each instance, which written permission you agree to disclose to us at any time on our request (subject to all applicable laws). You must not intentionally download any material that you know or should reasonably know cannot be distributed legally.
- You must not impersonate another person, group of people, or entity at any time, which includes not using anyone else's username or password.
- You must not use our Service for any illegal, immoral, or unauthorized purpose.
- You must abide by all applicable Federal, State and local laws. If you are outside the United States, you must comply with all local laws as well with respect to your online conduct and acceptable Content including without limitation the exportation of data to the United States or to your country or residence.
- You cannot modify, edit, or delete any Content and communications of the site or App and/or of other individuals other than your own Content.
- You must not transmit any viruses, worms, defects, Trojan Horses or any items and/or computer code, files or programs of a destructive nature and/or otherwise designed to interrupt or limit the functionality of any computer software or hardware or telecommunications device.
- You must not transmit or allow access or distribution of any spiders, robots or other information gathering computer programs or routines or their equivalents on or in the Service.

- You must not do anything that disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real-time activities through this website.
- You must not interfere with or disrupt the Service or servers or networks connected with the Service or disobey any requirements, procedures, policies or regulations of networks connected to the Service.
- You cannot create member accounts under any false or fraudulent pretenses (including by automated means).
- You must not state or imply that any of your submitted and or posted Content is endorsed by NextRiff or any affiliate thereof.
- You must not retrieve, store or collect personal information about any user for any unauthorized purpose, and may not retrieve, store, or collect personal information about any user for any valid purpose without such user's prior written consent in each instance (and acknowledgment that they are at least 13 years of age).
- You must not engage in any "spamming" of any kind, including without limitation ad spamming.
- You cannot use the NextRiff name or trademarks or related trade names, which you acknowledge here to be valid, subsisting and enforceable without impediment, and you will not expressly or by implication create the false or misleading impression that NextRiff is associated with, or endorses, or is in any way connected with you, your business, or your Content.

WHILE NEXTRIFF EXPLICITLY PROHIBITS THE ABOVE CONDUCT YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT AND THAT YOU USE THE SERVICE ENTIRELY AT YOUR OWN RISK, AND THAT NEXTRIFF SHALL HAVE NO LIABILITY OF ANY KIND FOR SUCH CONDUCT AS CARRIED OUT BY ANY THIRD PARTY AT ANY TIME UNLESS EXPRESSLY SET FORTH TO THE CONTRARY BY NEXTRIFF IN WRITING.

YOU UNDERSTAND AND AGREE THAT IF YOU VIOLATE ANY OF THE RULES OF BEHAVIOR, NEXTRIFF CAN TERMINATE YOUR USE OF THE SERVICE IMMEDIATELY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF OR A HEARING.

- 4. Content.** As a registered user, you will be able to upload and post a great variety of materials and information, including but not limited to text, audio, video, photographs, graphics and other materials ("Content"). This means that you have sole responsibility, not NextRiff, for all of the Content that you upload post, email, transmit or otherwise make available through the Service, and to make sure that you are in compliance with the rules of behavior set forth herein relating to such Content. Any Content that you write, post, upload or link to on NextRiff is entirely your responsibility.

NextRiff shall have no liability of any kind with respect to any Content posted by you or other users of the Service. You agree that you must assess and bear all risks associated with

your use of any Content. In this regard, you may not rely on any Content created by other NextRiff members or otherwise created, distributed and displayed on any part of the Service. NextRiff does not control or monitor all of the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

The Content created by you must be owned by you or you must have been granted prior permission to use such Content by its owner. NextRiff does not own any of the Content you post. By placing Content on the Service you are providing NextRiff with a worldwide, irrevocable, royalty-free, unlimited, non-exclusive license, to publicly display, modify, reproduce and distribute your Content, in whole or in part, on the site for editorial and promotional purposes of the site. NextRiff reserves the right to exploit or promote this Content in connection with the promotion of the Service and other services offered by us.

You agree that by posting Content you own on the Service, all other users can reproduce and use such Content in connection with the Service, subject to all applicable laws. NextRiff shall have no responsibility for enforcing any rights you may claim in any Content, which shall be your responsibility entirely, and you agree to hold harmless defend, and indemnify NextRiff, LLC and its members, officers, employees and managers with respect to any claim you have that other users are reproducing or using your Content as well as for claims by other users that you are reproducing or using their Content without permission. NextRiff will not arbitrate, mediate or resolve any intellectual property or other disputes between users, and has no responsibility for doing same other than as may be specifically required by law.

You acknowledge that NextRiff may or may not pre-screen Content but that NextRiff and its designees shall have the right, but not the obligation, in its sole discretion to pre-screen, refuse, move, edit, and/or delete any Content that violates these TOS and/or is otherwise objectionable as determined by us in our sole discretion.

NextRiff may preserve and store your account information and Content if it believes in good faith that such preservation is necessary to comply with legal or regulatory processes, respond to claims that the Content violates the rights of third parties, and/or to protect the rights, property or personal safety of NextRiff, its users and the public.

NextRiff respects the intellectual property of others, and we request our users do the same. In certain circumstances and at our discretion, we may, but are not obligated to disable, suspend and terminate the accounts of members who may be infringing on the rights of others. If you believe that your Content has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please contact us as soon as practically possible at info@nextriff.com with the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) a description of where the material you claim is infringing is located on the site;
- (c) your name, address, telephone number, and email address;
- (d) a statement claiming that you have a good faith belief that the disputed use has not been authorized; and

- (e) a statement by you made under penalty of perjury, that the above information is accurate and that you are the copyright or intellectual property holder or our authorized to act on behalf of the holder.

- 5. Links.** The Service may provide, or third parties including NextRiff members may provide, links to other websites or resources, which are not maintained by or related to NextRiff. Links to such sites are provided as a service to our users and are not sponsored by, endorsed or otherwise affiliated with us. NextRiff has no control over these sites and their content, and makes no representations or warranties about the content, completeness, quality or accuracy of the links, materials or information contained on any such website. Therefore, you acknowledge and agree that we are not responsible for the availability of such links, resources and content, and does not endorse, and is not responsible or liable for, any content, advertising, products, or other materials made available on or from these linked websites. You also acknowledge and agree that NextRiff is not responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to have been caused by, or in relation to, the use of any Content, goods or services offered through these links or any failures and/or disruption to your computer system that results from your use of any such links, or for any intellectual property or other third party claims relating to your posting or using such links. YOU AGREE THAT IF NEXTRIFF REQUESTS YOU TO DISABLE ANY LINK YOU HAVE POSTED AND YOU FAIL TO DO SO WITHIN 24 HOURS AFTER RECEIVING SUCH REQUEST, WE HAVE THE RIGHT TO DISABLE THE LINK WITHOUT ANY FURTHER NOTICE TO YOU.
- 6. Indemnity.** You agree to indemnify, defend, and hold NextRiff, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (individually and collectively, the “Indemnified Parties”) harmless from any breach of these TOS by you (or anyone on your behalf), including without limitation, any use of content other than as expressly authorized by these TOS. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify, defend, and hold the Indemnified Parties harmless from and against any and all resulting losses, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify, defend, and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the website including any information accessed from the website.
- 7. Personal and Non-Commercial Use of Website.** NextRiff is for your personal and non-commercial use, unless otherwise specified. You may not use the Service for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of NextRiff in each instance. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, sell, or otherwise infringe on any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to this website.

- 8. Modification and Termination of the Service.** NextRiff reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that NextRiff will not be liable to you or any third party for any modification, suspension or discontinuance of the Service.

In the event of any such modification, discontinuation or termination of any Service, you acknowledge and agree that any virtual goods that you may have purchased or obtained (if applicable) through your use of the Service, or otherwise acquired, may be reduced in value or completely eliminated, and that we will not be liable to you or any third party in any manner as a result of such reduction or elimination of value of such virtual items.

- 9. NextRiff Privacy Policy.** Personal and certain other information is subject to our Privacy Policy. As a condition of using the Service you agree to the terms of the Privacy Policy, as it may be changed and updated from time to time. Our Privacy Policy, which is incorporated here by reference, is located at nextriff.com. You agree that your use of this Service is subject to the Privacy Policy, and therefore, agree that you will not use this Service unless and until you review the Privacy Policy and agree with its terms in its entirety.

- 10. Registration; Payments; Cancellation.** *Registration.* In order to use certain aspects of the Service you are required to register. Registered users are subject to the following specific terms in addition to all of the other terms in this Agreement:

- In consideration of your use of the Service, you represent that you are of legal age to form a binding contract, which is eighteen (18) years of age in the United States and are not a person barred from receiving the Services under the laws of the United States or other applicable jurisdiction.
- You agree to provide true, accurate, current and complete information as required on the Service's Registration Form. If you provide any information that is untrue, incomplete, not current or inaccurate, NextRiff has the right to suspend or terminate your account and refuse your current or future use of the Service (or any portion thereof).
- You agree that NextRiff may, under certain circumstances and without prior notice, immediately terminate your account, any associated username and/or access to the Service. Cause for such termination shall include but is not be limited to: (i) a breach or violation of the TOS or other NextRiff policies, guidelines, or rules (including without limitation the Privacy Policy), (ii) extended periods of inactivity, (iii) your engagement in fraudulent or illegal activity, (iv) unexpected technical or security issues, and (v) requests by law enforcement or other government agencies. You also agree that any termination is in our sole discretion and that NextRiff will not be liable to you or any third party for any termination of your account, password, username, deletion of Content and/or access to the Service.
- You agree that your account is non-transferable and any rights to your account, password, username, and virtual currency or goods terminate upon your death or disability and/or termination of account for any reason.

- You are responsible for any activities that take place under your username and password. If you become aware of any unauthorized use of your password or account, or any other breach of security, contact us immediately. It is up to you to maintain the confidentiality of your password and account. NextRiff is not responsible or liable for any loss or damage arising from your failure to comply with the provisions of these terms.

Payments. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

Cancellation. **ALL PURCHASES ARE NON-REFUNDABLE.** Your cancellation will take effect at the end of the current paid term unless otherwise terminated in accordance with our policies herein.

If you are unsatisfied with our Services, please email us at Info@NextRiff.com.

11. Practices regarding Use and Storage. You acknowledge that NextRiff may establish general practices and limits regarding use of the Service including, without limitation, the maximum number of email messages which may be sent or received from an account of the Service, the maximum size of any email message that may be sent from or received by an account of the Service, the maximum amount of disk space that will be allotted on our servers on your behalf, and the maximum number of times and duration for which you may access the Service in a given time. You agree that NextRiff has no responsibility or liability for the deletion or failure to store or transmit any messages or communications or other content maintained or transmitted by the Service. You acknowledge and agree that we reserve the right to log off accounts and deactivate usernames and accounts that are inactive for an extended period of time. You further acknowledge that NextRiff has the right to modify these practices and limits from time to time.

12. NextRiff Proprietary Rights; Trademarks and Copyrights. You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is the property of NextRiff and its licensors and is protected by applicable intellectual property and other laws. No rights or title to any of the Software used in connection with any Service is provided, transferred or

assigned to you. You further acknowledge and agree that content contained in advertisements or information presented to you through the Service or advertisers is protected by copyright, trademarks, service marks, patent, privacy, and/or other proprietary rights and laws. Except as expressly authorized by NextRiff or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or Software, in whole or in part, at any time. You also acknowledge NextRiff's exclusive rights in the **NEXTRIFF** trademark and service mark. Trademarks, service marks, logos, and copyrighted works appearing on NextRiff are the property of NextRiff, LLC or the party that provided such intellectual property to us. NextRiff and any party that provides intellectual property to us retain all rights with respect to any of their respective intellectual property appearing on NextRiff, and no rights in such materials are transferred or assigned to you, in whole or in part, at any time.

13. No Co-Branding or Framing. You may not use or authorize any party to co-brand or frame NextRiff or any Service without the express prior written permission of an authorized representative of NextRiff, as applicable, in each instance. For purposes of this TOS, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute NextRiff, in whole or in part, and/or any content accessible within NextRiff. For purposes of this TOS, "framing" refers to displaying any NextRiff webpage or Service within a bordered area of another website, regardless of whether the address of the originating webpage is visible. You further agree to cease any unauthorized co-branding or framing immediately upon notice from NextRiff.

14. Disclaimer of Warranties. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. THE SERVICE AND THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. NEXTRIFF DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. NEXTRIFF DOES NOT WARRANT THAT ANY FUNCTION OR CONTENT CONTAINED ON THIS WEBSITE OR ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. NEXTRIFF DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULTS OF THE USE, OF ANY SERVICE OR CONTENT ON THE WEBSITE WITH RESPECT TO ITS ACCURACY, RELIABILITY, OR OTHERWISE. THE USER ACKNOWLEDGES THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND NEXTRIFF MAY MAKE CHANGES OR IMPROVEMENTS TO THE SERVICE AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION REQUIRED TO BE MADE IN THE EVENT OF ANY LOSS OR DAMAGE TO THE WEBSITE OR ANY THIRD PARTY ARISING FROM YOUR USE OF THIS WEBSITE, THE SERVICE, OR ITS CONTENT. NEXTRIFF MAKES NO WARRANTY THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS

AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN ANY CONTENT ON THE WEBSITE.

15. Limitation of Liability. NEXTRIFF, INCLUDING ANY OF ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF NEXTRIFF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE REASONABLY FORSEEABLE OR NEXTRIFF WAS NEGLIGENT. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF NEXTRIFF AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF \$100 OR THE AMOUNT THAT YOU HAVE PAID TO NEXTRIFF FOR THE APPLICABLE SERVICE OUT OF WHICH SUCH LIABILITY FIRST AROSE.

ALL CLAIMS MUST BE MADE WITHIN ONE YEAR OF THE APPLICABLE ACTIVITY OR FOREVER BE BARRED.

16. Special Admonition for Services Relating to Financial Matters. If you receive or request any news, messages, or other information from the Service concerning stock quotes, companies, investments, or securities, remember that the Service is provided for entertainment purposes only, and no Content included, or information made available by the Service is intended for trading or investing purposes. NextRiff and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service and shall not be responsible or liable for any trading or investment analyses, decisions or actions made by you, or any users based on such information or Content.

17. Personally Identifiable Information. NextRiff cautions you against giving out any personally identifying information about yourself, your children, or any other person in any Service. In an effort to preserve your privacy, NextRiff agrees that it will treat any personally identifying information that you submit through this site in accordance with the terms outlined in its Privacy Policy located at nextriff.com.

18. Disclosures Required by Law. It is our policy to release a user's personal identifying information and any other information when we reasonably believe such disclosure is appropriate to comply with applicable law, to enforce any of our contracts or agreements, and/or to protect the rights, property or safety of our users and customers, in response to a governmental authority request or legal process, or for purposes of fraud protection and/or any other legitimate legal or business purpose now or hereafter existing.

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL RIGHTS AND AGREE TO HOLD NEXTRIFF HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY NEXTRIFF DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER NEXTRIFF OR ANY LAW ENFORCEMENT OR REGULATORY AUTHORITIES.

- 19. Disputes.** If there is any dispute about or involving NextRiff, LLC and/or the Service, you agree that any dispute shall be governed by the laws of the State of New York, without regard to conflict of law provisions. You agree to personal and exclusive jurisdiction by and venue in the state and federal courts located in New York County, New York.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OR THESE TOS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

- 20. Miscellaneous Terms; General Information.** These TOS govern the terms and conditions of your use of the Service, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and NextRiff with respect to the Service and this website. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use or purchase certain elements of the Service, affiliate or advertiser services, third-party content or third-party software. NextRiff may revise these TOS at any time by updating this posting. Accordingly, you should review the TOS periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the TOS signifies and confirms your acceptance of any such changes or amendments to these TOS.

The failure of NextRiff to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of the TOS by NextRiff must be in writing and signed by an authorized representative of NextRiff to be effective.

If any provision of these TOS is found by a court of competent jurisdiction to be invalid, the parties' intentions as reflected in the provision, and the other provisions of these TOS, shall remain in full force and effect.

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

Nothing contained in these TOS shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each is and shall remain independent contractors (to the extent applicable), and therefore, responsible for its own actions.

Please immediately report any violations of these TOS to NextRiff, LLC at Info@NextRiff.com.