

# Terms of Use

By using the app.my360.global/T360 website and Transformation360 service you are agreeing to be bound by the following terms and conditions ("Terms of Use").

## Basic Terms

- 1 You may not post nude, partially nude, or sexually suggestive photos.
- 2 You are responsible for any activity that occurs under your screen name.
- 3 You are responsible for keeping your password secure.
- 4 You must not abuse, harass, threaten, impersonate or intimidate other Transformation360 users.
- 5 You may not use the Transformation360 service for any illegal or unauthorized purpose. International users agree to comply with all local laws regarding online conduct and acceptable content.
- 6 You are solely responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links ("Content") that you submit, post, and display on the Transformation360 service.
- 7 You must not modify, adapt or hack Transformation360 or modify another website so as to falsely imply that it is associated with Transformation360.
- 8 You must not access Transformation360's private API (or iFrame code) by any other means other than the Transformation360 application itself.
- 9 You must not crawl, scrape, or otherwise cache any content from Transformation360 including but not limited to user profiles and photos.
- 10 You must not create or submit unwanted email or comments to any Transformation360 members or user ("Spam").
- 11 You must not transmit any worms or viruses or any code of a destructive nature.

- 12 You must not, in the use of Transformation360, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 13 Violation of any of these agreements will result in the termination of your Transformation360 account. While Transformation360 prohibits such conduct and content on its site, you understand and agree that Transformation360 cannot be responsible for the Content posted on its web site and you nonetheless may be exposed to such materials and that you use the Transformation360 service at your own risk.

## General Conditions

- 1 We reserve the right to modify or terminate the Transformation360 service for any reason, without notice at any time.
- 2 We reserve the right to alter these Terms of Use at any time. If the alterations constitute a material change to the Terms of Use, we will notify you via internet mail according to the preference expressed on your account. What constitutes a "material change" will be determined at our sole discretion, in good faith and using common sense and reasonable judgement.
- 3 We reserve the right to refuse service to anyone for any reason at any time.
- 4 We reserve the right to force forfeiture of any username that becomes inactive, violates trademark, or may mislead other users.
- 5 We may, but have no obligation to, remove Content and accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.
- 6 We reserve the right to reclaim usernames on behalf of businesses or individuals that hold legal claim or trademark on those usernames.

## Proprietary Rights in Content on Transformation360

- 1 Transformation360 does NOT claim ANY ownership rights in the

text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "Content") that you post on or through the Transformation360 Services. By displaying or publishing ("posting") any Content on or through the Transformation360 Services, you hereby grant to Transformation360 a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate such Content, including without limitation distributing part or all of the Site in any media formats through any media channels, except Content not shared publicly ("private") will not be distributed outside the Transformation360 Services.

2 You represent and warrant that: (i) you own the Content posted by you on or through the Transformation360 Services or otherwise have the right to grant the license set forth in this section, (ii) the posting and use of your Content on or through the Transformation360 Services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person, and (iii) the posting of your Content on the Site does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of Content you post on or through the Transformation360 Services.

3 Transformation360 performs technical functions necessary to offer the Transformation360 Services, including but not limited to distribution, transcoding and/or reformatting Content to allow its use throughout the Transformation360 Services.

Although the Site and other Transformation360 Services are normally available, there will be occasions when the Site or other Transformation360 Services will be interrupted for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and equipment that are beyond the control of Transformation360. Also, although Transformation360 will normally only delete Content that violates this Agreement,

Transformation360 reserves the right to delete any Content for any reason, without prior notice. Deleted content may be stored by Transformation360 in order to comply with certain legal obligations and is not retrievable without a valid court order. Consequently, Transformation360 encourages you to maintain your own backup of your Content. In other words, Transformation360 is not a backup service. Transformation360 will not be liable to you for any modification, suspension, or discontinuation of the Transformation360 Services, or the loss of any Content.