

BloHaute.com

USER AGREEMENT

This document is a legal agreement ("Agreement") between you, the individual and/or entity using the BloHaute.com website ("you" or "user") and BloHaute Inc ("BHI") describing the terms and conditions applicable to your use of the BloHaute.com website (" BloHaute.com") and the services it provides (individually and collectively, "The Service"). Please examine this Agreement carefully and understand its contents fully before using The Service. By using The Service you are agreeing to be legally bound by these terms and conditions. By using The Service you are acknowledging that you are at least 18 years old or if you are under 18 years of age you have been granted parental permission or permission by a legal guardian to use The Service. If you represent a company or other entity, you also are warranting that you are authorized to enter into this Agreement on behalf of that party. This Agreement shall also apply to each party's successor and assigns.

Restrictions and Conditions of Use:

Users of The Service shall not upload to, distribute or otherwise publish through The Service any content that is libelous, defamatory, obscene, pornographic, abusive or violates any laws or standards of public decency in their geographic area, or which contains viruses, "worms," "Trojan horses" or other malicious code or any other harmful properties; or use The Service for, or to further, any illegal, unethical or immoral purposes. Without the express prior written consent of BHI, users shall not post advertisements, solicit business or otherwise transmit any material advertising the commercial availability or quality of any property, goods or services on The Service or otherwise through ScholarshipsForTheArts.com (including by facsimile), provided that nothing in this sentence shall limit the use of invitations-to-critique or rate and responses thereto, so long as such communications do not contain material advertising the commercial availability or quality of any property, goods or services. Users shall not use The Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise). Users shall not falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded. Users shall not restrict or inhibit any other user from using and enjoying The Service, harvest or otherwise collect any information about other users or companies listed on The Service, create a false identity for the purpose of misleading others or download or otherwise copy or provide (whether or not for a fee) to a person or entity any directory of users of The Service or other user or usage information or any portion thereof. BHI may, at its sole discretion, immediately terminate any account which it believes is transmitting or is otherwise connected with any spam or other unsolicited bulk messages.

As a user, you are responsible for your own communications and are responsible for the consequences of their postings. You agree not to: post material that is copyrighted, unless you are the sole copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner; or post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others.

BHI does not represent or guarantee the truthfulness, accuracy or reliability of any communications posted by other users or endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.

BHI does not screen communications in advance and is not responsible for screening or monitoring material posted by users. If notified by a user of communications that allegedly do not conform to this Agreement, BHI may investigate the allegation and determine in good faith and at its sole discretion whether to remove or request the removal of the communications. BHI has no liability or responsibility to users for performance or nonperformance of such activities. BHI reserves both the right to expel users and prevent their further access to The Service for violating this Agreement or any laws and the right to remove any communications or content for any reason.

Links to Other Sites

The Service may contain links to third party websites. Links are provided solely as a convenience to you the user and not as an endorsement by BHI of the content of such websites. BHI is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of the materials on such websites. If you decide to access linked third party websites, you do so at your own risk.

Changes to this Agreement

This Agreement may be modified only by BHI at any time and such modifications shall be effective within fifteen (15) days of the date such modifications are posted online by BHI. By accessing and using the BloHaute.com website after the stated effective date of such changes you agree that you will be bound by any modifications or amendments to subsequent versions of this Agreement. You agree to periodically review this Agreement so that you will be aware of any planned changes by BHI.

Communications

You agree to receive any notices or communications sent from the BHI staff or users. Any notice or communication to you may be made by email, fax or postal mail and may be sent to you at your email or postal address or fax number provided on The Service.

No Violation of Laws

You agree that you will not, in connection with your use of The Service, violate any applicable law or regulation. Without limiting the foregoing, you agree that you will not make available through The Service any material that infringes any copyright, trademark, patent, trade secret or other right of any party, including rights of privacy or publicity.

Misuse of The Service

You may not connect to or use The Service in any way not expressly permitted by this Agreement. Without limiting the foregoing, you agree that you will not (a) institute, assist or become involved in any type of attack, including without limitation denial of service attacks, upon The Service or otherwise attempt to disrupt The Service or any other person's use of The Service;(b) attempt to hack or gain unauthorized access to The Service, accounts registered to other users, or the computer systems or networks connected to The Service; or (c) attempt to copy, duplicate, reverse engineer or otherwise obtain the technology or misappropriate the intellectual property used to create and operate The Service.

No Data Mining

You agree that you will not (a) "mine" or "scrape" any data from The Service; (b) obtain or attempt to obtain any information from The Service using any method not expressly permitted by the BHI;(c) intercept, examine or otherwise observe any proprietary communications protocol used by The Service, whether through the use of a network analyzer, packet sniffer or other device; or (d) use any third-party software to collect information from or through the computer of any other user of The Service, including, without limitation information about another user, company or business, or any other The Service data.

Your Use Responsibility

By accessing or using The Service, you assume any and all responsibilities and risks of use of The Service and any services or products contained therein. BHI does not and will not guarantee, represent or warrant that The Service will meet your requirements. The information included in The Service may include technical or other inaccuracies or typographical errors. BHI does not review or substantiate any of the information, products, services or claims made on The Service.

Content and Errors or Omissions; No Warranties:

The content and information on The Service is intended for informational purposes only and is provided by other users of BloHaute.com. Although BHI exercises reasonable efforts to determine whether such information is accurate, the information provided may contain errors, may not be complete, current or applicable to your particular situation. BloHaute.com is provided on an "as is" basis, without warranties of any kind, express or implied, and BHI assumes no responsibility for errors or omissions in The Service or any other website that may be referenced or linked to BloHaute.com. Although BHI uses certain security measures (as described in the ScholarshipsForTheArts.com Privacy and Security Statement), BHI shall not be liable for any breach of security or privacy with respect to The Service, including any breach caused by any third party or that results in an unauthorized person or entity learning the contents of any message or provided information that is intended to be private.

Indemnification

You agree to defend, indemnify and hold BHI and its affiliates (and their respective directors, officers, members, employees, agents, representatives and attorneys) harmless from and against any and all claims, damages, costs and expenses (including attorney's fees) arising from your use of The Service, including any errors, inaccuracies, misrepresentations or defects in any materials or information submitted by you.

Intellectual Property

Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, software, video, audio, writings and other materials that are part of The Service (collectively, the "Content") are protected by copyrights, trademarks, trade dress and/or other intellectual properties owned by or licensed to BHI. The Service as a whole is protected by copyright, trade dress and all worldwide rights, titles and interests in and to The Service and the Contents are owned by BHI.

Trademarks

The Service contains BHI and third-party trademarks and service marks. All marks are the property of their respective companies. All rights in the intellectual property contained in The Service including copyright, trademarks, trade secret and patent rights are reserved. Access to The Service does not constitute a right to copy or use any of the intellectual property of BHI or any other person, except as specifically provided herein. User agrees that it will take no action to register or otherwise interfere with or challenge such intellectual property rights.

Copies

BHI hereby authorizes you to make copies of the Content (except for confidential or private information to which access is restricted) solely for your internal personal use; provided, however, that you shall not have the right to display, transmit or distribute any copies of the Content to any third parties (including permitting third parties to download, upload, copy or view the Content). Without limitation of the foregoing, you shall not directly or indirectly, (1) sell all or any portion of the Content to any third party or (2) use or exploit the Content in any way in connection with any website other than The Service. No right, title or interest in any downloaded materials or software is transferred to you as a result of any copying of the Content for your internal personal use. You agree that you shall not alter or remove any copyright notice or proprietary legend contained in the Content. You agree that any copy made shall include BHI's copyright notice or any other notice included therein. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display, alter or modify, create derivative works from, compile facts or information from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Content, The Service or any related software. You agree not to derive or attempt to derive the source code, source files or structure of all or any portion of the Content or BloHaute.com or any of its underlying technology by reverse engineering, disassembly, decompiling or otherwise.

Member Submissions, User Comments and Feedback

Users expressly grant and license to BHI the right to utilize, display and otherwise use any all materials, including images, illustrations, designs, icons, photographs, software, video, audio, writings and other materials (collectively, the "User Content") submitted or offered in connection with your use of BloHaute.com or The Service. The use of the User Content by BHI shall not terminate or be restricted in any manner even if the User is no longer an active user or member of The Service. Thus, BHI shall not be limited in any way in its use, commercial or otherwise, of any Submissions. BHI is and shall be under no obligation (1) to maintain any Submissions in confidence, (2) to pay to user or member any compensation for any Submissions or (3) to respond to any user or member Submissions.

You agree that no User Content submitted by you to The Service will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights. You further agree that no User Content submitted by you to The Service will be or contain libelous or otherwise unlawful, abusive or obscene material. You are and shall remain solely responsible for the content of any User Content you make.

Information You Provide

You may provide information such as, but not limited to, your name, address, age, gender, financial information, credit card information, bank account information, video and audio messages, email addresses, fax and phone numbers and/or contact information to be added to The Service database in connection with your use of The Service. You certify that this information is accurate, you have an existing relationship with any and all entity information you provide to BTLWR and you request and authorize BTLWR to be able to contact each of the entities on your behalf via facsimile, email or otherwise, in connection with the distribution of information and/or any other messages sent through The Service.

BHI requires that the information you provide be true, accurate and up-to-date at all times and you represent and warrant that this is and shall be the case. In addition, you agree that no communication transmitted by you or on your behalf through The Service (including through The Service by facsimile) will contain any advertisement or material advertising the commercial availability or quality of any property, goods or services. BHI reserves the right to terminate your registration and access to BloHaute.com if any information provided does not meet these requirements at any time.

BHI assumes that you are the owner of, and/or have received all appropriate consent from the owners of, any and all material, information, intellectual property in any form, or other data you make available to BHI and you represent and warranty that this is and shall be the case. You are responsible for ensuring that the owner of the information has given you permission to make the information available to other parties, whether to the general public or to specific groups or individuals. This permission must be royalty-free and grant the person(s) who see the information the non-exclusive right-to-use, transmit, modify or display it and you hereby grant to BHI the right to use, transmit, modify, and display such material, information, intellectual property and other data on BloHaute.com.

Membership

BHI may designate certain persons and organizations as “Members.” Such designation does not confer any ownership interest in, or right to control, BloHaute Inc., but instead means that the designated person or organization has access to Member Services provided by The Service as described in this User Agreement.

Eligibility

Membership is open to legitimate and qualified individuals and organizations. This includes, but is not limited to individuals and businesses of the city of Chicago. Notwithstanding anything to the contrary in this document, BHI may at its sole discretion refuse to accept an application for Membership and/or limit a Member’s use of the services provided by The Service at any time.

Membership Fee

Each Member is assessed a Membership Fee through a monthly subscription. If you are a Member, you acknowledge that payments will be processed automatically (e.g., debited from your account or charged to your credit card) until you cancel the subscription and terminate your membership. The monthly Membership Fee is non-refundable and must be pre-paid in full during the Member’s first login to The Service; subsequent payments of the membership fee are automatically renewed on a monthly basis on the first day of every month using the customer’s preferred credit card or bank account. Any processing issues or subsequent failure to pay the Membership Fee is grounds for revocation of Membership. BHI reserves the right to change the amount of the membership fee and/or the payment schedule at any time. You acknowledge that BHI is not required to provide a refund for any reason and that you will not receive money back for prepaid time when the account is closed, whether such closure was voluntary or involuntary.

Member Services

Certain services provided by BHI (“Member Services”) are available only to Members. Member Services currently include, but are not limited to, all BHI services that are currently offered, as well as member monthly savings. BHI may establish limits concerning use of any Member Services offered on The Service including, but not limited to, the maximum number of times a member may receive a service in any given month. You agree that BHI has no responsibility or liability for the deletion, corruption or failure to store any content maintained or transmitted by the Member Services. You acknowledge that BHI reserves the right to disable accounts that are inactive for an extended period of time. BHI reserves the right to modify the Member Services at any time.

Other Terms

You agree to comply with all applicable laws, statutes, ordinances and regulations concerning your use of The Service.

You agree that BHI, at its sole discretion, may terminate your use of The Service immediately and without notice at any time for any reason or no reason, including if BHI believes that you have acted inconsistently with the spirit or letter of this Agreement.

This Agreement and the relationship between you and BHI shall be governed by, and will be construed under, the Laws of the United States of America and the laws of the State of Nevada without the application of any conflict of law rule which would result in the application of the law of any other jurisdiction. You agree to submit to the personal and exclusive jurisdiction of the state and federal courts in Clark County, Nevada for any disputes arising out of or related to The Service. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this Agreement. For our customers who access The Service from outside the United States of America other laws may apply to you and in such event shall affect this Agreement only to the extent required by such jurisdiction. In such a case, this Agreement shall be interpreted to give maximum effect to the terms and conditions hereof.

The failure of BHI to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court shall endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the these terms and conditions remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of The Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

For security purposes, BHI does not and will never send automated emails with any file attachments. Additionally, the users of The Service cannot send any emails with any file attachments from The Service servers. BHI recommends that users take action to protect their computer by making sure they have anti-virus software installed and updated on their system.

Neither party shall be responsible for its failure to abide by this Agreement or, in the case of BHI, its failure to adhere to its Privacy Policy, due to events or causes reasonably beyond its control, such as power failure, fire, explosion, Internet failure, cyber-attack, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or similar event.

Notification to BHI of Copyright Infringement:

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please notify BHI's agent for notice of claims of copyright or other intellectual property infringement ("Agent"), at

Copyright Agent:

BloHaute Inc

312.961.6190

Chicago, IL

Email: amanda@blohaute.com

Please provide our Agent with written notice that includes substantially the following, pursuant to Sec. 512(c)(3) of the U.S. Copyright Act:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (please provide us with the URL of the specific web page(s)).
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

BHI will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act (DMCA).

Please also note that, pursuant to Section 512(f) of the U.S. Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Disclaimer:

The Service, is managed by BloHaute Inc. and is provided as a service to its customers and the general public.

Users of The Service are responsible for verifying the accuracy, completeness, currency and/or suitability of all information provided by The Service as it applies to them. BHI makes no representations, guarantees or warranties as to the accuracy, completeness, currency or

suitability of the information provided via The Service, nor with respect to the availability of The Service or any other matter. BHI specifically disclaims any and all liability for any claims or damages that may result from providing The Service or the information it contains, including any websites maintained by third parties and linked to BloHaute.com

The responsibility for content rests with the users who are providing the information. The inclusion of links from The Service does not imply endorsement by BHI. Specific questions regarding a document or link should be directed to the appropriate organization and not to BHI. BHI makes no effort to independently verify and does not exert editorial control over information on pages outside of the "www.BloHaute.com" domain.

BHI does not and will not guarantee, represent or warrant that defects in The Service will be corrected or any content contained or posted on BloHaute.com will be corrected.

You agree that BHI will not be liable for any direct, incidental, special, consequential or exemplary damages resulting from the use of or the inability to use The Service, or from unauthorized access to or alteration, theft, loss or destruction of your network, systems, applications, data, programs, procedures, information or computer equipment, including through accident or fraud (collectively, "Use"). BHI shall not be liable for any Use (and you hereby irrevocably waive any and all claims regarding any Use, whether such claims are based in warranty, contract, tort, strict liability or otherwise).

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