

MMAExpose.com Terms and Conditions of Use

Effective as of March 15, 2008

OWNERSHIP

Welcome to the MMAExpose.com web site at <http://www.mmaexpose.com> ("Site") which is owned by MMAExpose, Inc. ("EXPOSE"). This Site is operated by EXPOSE and materials on the Site are primarily owned by EXPOSE. The Site may also include materials owned by third parties and posted on the Site by virtue of a license, grant or some other form of agreement between the third party and EXPOSE.

EXPOSE has created this Site for your personal enjoyment, entertainment and education. These Terms and Conditions of Use constitute a legal agreement ("Agreement") between you and EXPOSE. Use of the Site is also governed by the EXPOSE Privacy Policy, which is incorporated into this Agreement by this reference. By using the Site, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Site) or you are a "Member" (which means that you have registered with MMAExpose.com). The term "User" refers to a Visitor or a Member. You are only authorized to access this Site or to use the materials and services contained in the Site (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should leave this Site immediately. Any questions or comments regarding, or problems with, this Site should be sent to the Site Administrator at admin@mmaexpose.com.

EXPOSE reserves the right to modify or amend this Agreement without notice at any time, and such modification will be effective upon posting by EXPOSE on the Site. You agree to be bound by any changes to this Agreement when you use the Site after any such modification is posted. It is therefore important that you read this page regularly to ensure you are updated as to any changes.

If you become aware of misuse of this Site by any person, please contact the Site Administrator at admin@mmaexpose.com with your concerns.

ACCESS AND USE

All materials contained in this Site are protected by international trademark and copyright laws and must only be used for personal, non-commercial purposes. This means that you may only view or download material from this Site for your own use and you must keep all copyright and other proprietary notices attached to the downloaded material.

The reproduction, duplication, distribution (including by way of email, facsimile or other electronic means), publication, modification, copying or transmission of material from this Site is **STRICTLY PROHIBITED** unless you have obtained the prior written consent of EXPOSE or unless it is expressly permitted by this Site. The material covered by this prohibition includes, without limitation, any text, graphics, logos, photographs, audio or video material or stills from audiovisual material available on this Site. The use of materials from this Site on any other web site or networked computer environment is similarly prohibited. Requests for permission to reproduce or distribute materials found on this Site can be made by contacting EXPOSE in writing at MMAExpose, Inc., Business & Legal Affairs, 5995 Wilcox Place, Suite C, Dublin, Ohio 43016, or email at legal@mmaexpose.com.

You are also strictly prohibited from creating works or materials that derive from or are based on the materials contained in this Site including, without limitation, fonts, icons, link buttons, wallpaper, desktop themes, on-line postcards and greeting cards and unlicensed merchandise. This prohibition applies regardless of whether the derivative materials are sold, bartered or given away.

CONTENT POSTED ON THE SITE

You are welcome to post, transmit or submit messages and other materials (which include uploading files, inputting data or any other materials, "blogging," or engaging in any form of communication in connection with this Site) (collectively "Content") to bulletin boards, chat rooms or other public areas within, or in connection with, this Site (collectively "Forums"). You are solely responsible for such Content. EXPOSE accepts no responsibility whatsoever in connection with or arising from such Content.

EXPOSE does not endorse and has no control over the Content submitted by others to Forums. Content submitted to Forums is not necessarily reviewed by EXPOSE prior to posting and does not necessarily reflect the opinions or policies of EXPOSE. EXPOSE makes no warranties, express or implied, as to such Content or its accuracy and reliability. Nonetheless, EXPOSE reserves the right to prevent you from submitting Content to Forums and to edit, restrict or remove such Content for any reason at any time. EXPOSE may remove any form of cursing contained in the Content with a EXPOSE swear filter application if and to the extent you do not otherwise opt out of such filter.

EXPOSE assumes no responsibility for actively monitoring Forums for inappropriate Content. If, at any time EXPOSE chooses, in its sole discretion, to monitor the Forums, EXPOSE nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the user submitting any Content. In submitting Content to Forums, you agree to strictly limit yourself to discussions about the subject matter for which the Forums are intended. You agree that EXPOSE accepts no liability whatsoever if it determines to prevent your Content from being submitted or if it edits, restricts or removes your Content. You also agree to permit any other user of this Site to access, view, store or reproduce the material for that other user's personal use and not to restrict or inhibit the use of the Site by any other person.

You agree to release EXPOSE, its parents and affiliates together with their respective employees, agents, officers, directors and shareholders, from any and all liability and obligations whatsoever in connection with or arising from your use of Forums. If at any time you are not happy with the Forums or object to any material within Forums, your sole remedy is to cease using them.

Please refer to the "Rules of Discussion" for additional explanation regarding the posting of Content to Forums.

PROPRIETARY RIGHTS IN CONTENT POSTED ON THE SITE

General. You agree that any Content whatsoever posted by you to the public areas of the Site (excluding blogs) becomes the property of EXPOSE and may be used, copied, sublicensed, adapted, transmitted, translated, distributed, publicly performed, displayed

or deleted as EXPOSE sees fit. You represent and warrant that: (i) you own the Content posted by you on the Site, (ii) your Content does not violate the privacy rights, publicity rights, copyright 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 any 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 any Content you post on the site.

Blogs. By posting any Content to the blog areas of the Site, you hereby grant to EXPOSE the non-exclusive, fully paid and royalty-free, worldwide license to use, copy, sublicense, adapt, transmit, translate, distribute, publicly perform, publicly display, modify, and translate such Content. This license will terminate at the time you remove such Content from the Site. Notwithstanding the foregoing, a back-up or residual copy of the content posted by you to the blog areas of the Site may remain on the EXPOSE servers after you have removed such Content from the Site, and EXPOSE retains the rights to those copies. You represent and warrant that: (i) you own the Content posted by you to the blog areas of the Site or otherwise have the right to grant the license set forth in this section, (ii) your Content does not violate the privacy rights, publicity rights, copyright rights, intellectual property rights, or any other rights of any person, and (iii) the posting of your Content to the blog areas of the Site does not result in a breach of any 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 any Content you post to the blog areas of the Site.

PROHIBITED CONTENT AND/OR ACTIVITY

You must use the Site in a manner consistent with any and all applicable laws and regulations. The following is a partial list of the kind of Content that is illegal or prohibited on the Site.

MMAExpose.com reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending Content from the Site and terminating the membership of such violators. Prohibited Content includes Content that:

1. is obscene, patently offensive, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
2. harasses or advocates harassment of another person;

3. contains nudity, violence, or offensive subject matter;
4. involves the transmission of "junk mail" or "chain letters" or unsolicited mass mailing;
5. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
6. exploits people in a sexual or violent manner;
7. solicits personal information from anyone under 18;
8. provides any telephone numbers, street addresses, last names, URLs or email addresses, including in your Member profile;
9. violates the copyright, trademark or other intellectual property rights of any other person;
10. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
11. solicits passwords or personal identifying information for commercial or unlawful purposes from other Users; or
12. involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, solicitation of donations, barter, advertising, or pyramid schemes.

The following is a partial list of the kind of activity that is illegal or prohibited on the Site. MMAExpose.com reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to:

1. advertising to, or solicitation of, any Member to buy or sell any products or services through the Site. You may not transmit any chain letters or junk email to other Members. Although MMAExpose.com cannot monitor the conduct of its Members off the Site, it is also a violation of these rules to use any information obtained from the Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Members from such advertising or solicitation, MMAExpose.com reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which MMAExpose.com deems appropriate in its sole discretion;
2. any automated use of the system;

3. attempting to impersonate another User or person;
4. using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;
5. selling or otherwise transferring your profile;
6. covering or obscuring the banner advertisements on Forums, or any EXPOSE page via HTML/CSS or any other means; or
7. interfering with, disrupting, or creating an undue burden on the site or the networks or services connected to the Site.

FANTASY GAMES

All EXPOSE fantasy games and their components are offered for informational and/or entertainment purposes only and may not be used in connection with any form of gambling or wagering.

EXPOSE and any third parties used to provide the fantasy games will use reasonable efforts to include accurate and up-to-date information, such as statistics, rankings, etc., however, neither warrant or make any representations of any kind with respect to the information provided to you. Neither EXPOSE or any of its providers shall be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available, and shall not be responsible or liable for any error or omissions in that information.

By signing up for any EXPOSE fantasy game, you agree to EXPOSE's use of your personal information as described in the MMAExpose Privacy Policy and on the fantasy game registration page.

All fantasy games and any related benefits are offered at the discretion of EXPOSE, and EXPOSE has the right to modify or discontinue, temporarily or permanently, any fantasy game, whether in whole or in part for any reason, with or without notice to you. You agree that EXPOSE will not be liable to you or to any third party for any modifications or discontinuance.

If you witness any user activity in any EXPOSE fantasy game that violates this Agreement or the specific game rules then in effect, please notify us of such activity. EXPOSE does not guarantee that any action will be taken as a result of your notification, but it appreciates your assistance.

UNSOLICITED SUBMISSIONS

EXPOSE does not knowingly accept unsolicited submissions including, without limitation, submissions of scripts, story lines, articles, fan fiction, characters, drawings, information, suggestions, ideas or concepts. EXPOSE's policy is to simply delete any such submission without reading it or forwarding it to other EXPOSE staff. Therefore, any similarity between an unsolicited submission and any elements in any EXPOSE creative work including, without limitation, a film, series, story, title or concept would be purely coincidental.

If unsolicited submissions are sent to EXPOSE via this Site, however, these submissions become the property of EXPOSE and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed or deleted as EXPOSE sees fit. You agree that you are not entitled to any compensation, credit or notice whatsoever and that by sending an unsolicited submission you waive the right to make any claim against EXPOSE, its parents or affiliates relating to unsolicited submissions, including, without limitation, unfair competition, breach of implied contract or breach of confidentiality.

EMPLOYMENT OPPORTUNITIES

EXPOSE may, from time to time, post EXPOSE employment opportunities on the Site and/or invite users to submit resumes to it. If you choose to submit your name, contact information, resume and/or other personal information to EXPOSE in response to employment listings, you are authorizing EXPOSE to utilize this information for all lawful and legitimate hiring and employment purposes. EXPOSE also reserves the right, at its sole discretion, to forward the information you submit to its parents, subsidiaries and affiliates for legitimate business purposes. Nothing in this Agreement or contained in the Site shall constitute a promise by EXPOSE to interview, hire or employ any individual who submits information to it, nor shall anything in this Agreement or contained in the Site constitute a promise that EXPOSE will review any or all of the information submitted to it by users.

LINKED SITES AND ADVERTISING

If you are interested in creating hypertext links to this Site, you must contact MMAExpose, Inc., Business & Legal Affairs, 5995 Wilcox Place, Suite C, Dublin, Ohio 43016, or email at legal@mmaexpose.com before doing so. In establishing hypertext links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship or support of this Site or EXPOSE, including its respective employees, agents, directors, officers and shareholders.

If EXPOSE has provided links or pointers to other web sites, no inference or assumption should be made and no representation should be implied that EXPOSE is connected with, operates or controls these web sites.

EXPOSE is not responsible for the content or practices of third party web sites that may be linked to this Site and makes no representation or warranty regarding such web sites or their content. This Site may also be linked to other web sites operated by companies affiliated or connected with EXPOSE. When visiting other web sites, however, you should refer to each such web site's individual "Terms of Use" and not rely on this Agreement.

EXPOSE takes no responsibility for third party advertisements which are posted on this Site, nor does it take any responsibility for the goods or services provided by its advertisers.

DISCLAIMER OF LIABILITY AND WARRANTIES

While EXPOSE does its best to ensure the optimal performance of the Site, you agree that you use this Site and rely on material contained in this Site at your own risk.

The Site, and all materials in this Site, are provided "as is" and, to the fullest extent permitted by law, are provided without warranties of any kind either express or implied. This means, without limitation, that EXPOSE DOES NOT WARRANT that the Site is fit for any particular purpose; that the functions contained in the materials in the Site will be uninterrupted; that defects will be corrected; that the Site is free of viruses and other harmful components or that the Site is accurate, error free or reliable.

You acknowledge that EXPOSE, its parents and affiliates together with their respective employees, agents, directors, officers and

shareholders, ARE NOT LIABLE for any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, viruses, communication line failures or for the theft, destruction, damage or unauthorized access to your computer system or network.

You acknowledge that EXPOSE is not liable for any defamatory, offensive or illegal conduct or material found in connection with this Site, including such conduct or material transmitted by any means by any other person.

You acknowledge that EXPOSE is not liable for any damages, including, without limitation, direct, incidental, special, consequential or punitive damages, in connection with or arising from your use or from your inability to use the Site.

INDEMNITY

You agree to defend, indemnify and hold harmless EXPOSE, its parents and affiliates together with their respective employees, agents, directors, officers and shareholders, from and against all the liabilities, claims, damages and expenses (including reasonable attorney's fees and costs) arising out of your use of this Site; your failure to use the Site; your breach or alleged breach of this Agreement or your breach or alleged breach of the copyright, trademark, proprietary or other rights of third parties.

TERMINATION

EXPOSE reserves the right to immediately terminate your use of, or access to, this Site at any time if EXPOSE decides at its sole discretion that you have breached this Agreement or any relevant law, rule or regulation or you have engaged in conduct that EXPOSE considers to be inappropriate or unacceptable.

COPYRIGHT INFRINGEMENT

If you believe that any material contained in this Site infringes your copyright, you should notify EXPOSE of your copyright infringement claim in accordance with the following procedure.

EXPOSE will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) and other applicable intellectual property laws. The DMCA requires that notifications of claimed

copyright infringement should be sent to this Site's Designated Agent who is:

Mr. Brian Swartz
MMAExpose, Inc.
Telephone: (614) 257-7084
Fax: (614) 413 - 2033
Email: dmca@mmaexpose.com

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. 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;
3. 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 the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider 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;
5. 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;
6. A statement, made under penalty of perjury, that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

E-mails sent to DMCA@MMAExpose.com for purposes other than communication about copyright claims may not be acknowledged or responded to.

OTHER

This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable,

that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

This Agreement is governed by, and construed in accordance with, the laws of the State of Ohio without giving effect to any principles of conflicts of law. You agree to submit to the exclusive jurisdiction of the courts of the State of Ohio or, if appropriate, the United States District Court for the Central District of Ohio for resolution of any dispute, action or proceeding arising in connection with this Agreement or your use or non-use of the Site, and you further irrevocably waive any right you may have to trial by jury in any such dispute, action or proceeding.

COPYRIGHTS © / TRADEMARKS ™

© 2008 Trademark and Copyright Notice: ® and © MMAExpose, Inc. and its related entities or used under license. All rights reserved. Use of this Site assumes acceptance of the Terms of Use and Privacy Policy. MMAEXPOSE ® is a registered trademark. Based on the business and website of "MMAExpose.com" produced by Blind Acre Media, Inc. Licensed by Blind Acre Media, Inc Licensing Worldwide. All materials contained in EXPOSE's web sites are protected by copyright and trademark and shall not be used for any purpose whatsoever other than private, non-commercial viewing purposes. Reproduction, duplication, distribution, derivative works, and other unauthorized copying or use of stills, audio, video footage, or any other materials contained in EXPOSE's web sites are expressly prohibited.

If you have any questions please send an e-mail to admin@mmaexpose.com.