

TERMS OF SERVICE FOR CLIENTS

Effective Date: July 1, 2015

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IV. Ordering Texts and Articles

1. Orders

You may order Texts via this Site (“Order”). You must provide certain information to us about your business. We are not obliged to find you an author to write your requested Texts, and our authors are not obligated to accept your Order.

2. You represent and warrant you will not order any Texts or submit any Orders that contain any information, data, content, audio or visual materials, text, video, or image, that (i) violate a third party’s rights, including without limitation, Proprietary Rights or privacy rights; (ii) are pornographic, obscene, indecent, slanderous, libelous, defamatory, fraudulent, untrue, inaccurate, misleading, hateful or unlawfully threatening, abusive, harassing, violent, sexually explicit, nude, or in any way degrading to human nature or harmful or indecent to minors; (iii) violate any laws statutes, codes, rules, ordinances or regulations of any jurisdiction or promote illegal activities; (iv) discriminate based on race, sex, religion, nationality, disability, sexual orientation, or age; (v) include any of Textbroker’s trademarks, service marks, trade names or logos, without Textbroker’s prior written consent; (vi) include or link to any program, file, data stream or other material that contain

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VIII. Removed

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- Hacking, SPAM, or any failure of a computer, server or software.

XVIII. No Agency Relationship

Nothing in these Terms of Services shall be deemed to constitute, create, imply, give effect to, or otherwise recognize an agency, partnership, employment, joint venture or formal business entity of any kind between the author and the owner of this Site. The rights and obligations of the parties shall be limited to those expressly set forth herein. There are no third party beneficiaries under these Terms of Service, including without limitation, the authors. Textbroker is an independent contractor.

XIX. Termination of Account / Maintenance Fee After 2 Years of Inactivity

Without limiting any other rights or remedies Textbroker may have under these Terms of Services, at law and in equity, Textbroker may issue a warning or terminate your account or your access to or use of this Site, the Content, or Services or these Schedule of Services at any time, with or without advance notice, if:

- We believe that you have breached any term of these Terms of Services or any other terms on this Site;
- There has been any unauthorized conduct by you or misuse of this Site, the Services or Content;

- We are unable to verify or authenticate any information you provide to us;
- We decide to stop operating this Site entirely or parts thereof.

You agree and acknowledge that neither Textbroker nor any third party acting on our behalf shall be responsible or liable to you for any termination of your membership or account or access to this Site. After termination by us, re-registration of you as a user of this Site is strictly forbidden unless permitted in writing by us. Textbroker and its affiliates disclaim any and all liability or responsibility arising from fraudulent access to and use of this Site. In case of fraud, we reserve the right to take all necessary and appropriate actions under applicable federal, state, and international laws.

XX. Notice

Any notice required to be given under these Terms of Services may be provided by email to a functioning email address of the party to be noticed, by a general posting on this Site, or personal delivery by commercial carrier such as FedEx, DHL, or Airborne. Notices by you to us shall be sent in hard copy to the address set forth at the beginning of the Terms of Use unless otherwise specified in these Terms of Services. Any correctly addressed notice to you that is refused, unclaimed, or undeliverable because of an act or omission of you shall be deemed effective and received as of the first date that said notice was refused or deemed undeliverable by the postal authorities, messenger, fax machine, email server, or overnight delivery service. You agree that even if you have opted out of newsletters or other promotional emails that we send to you, for as long as your account is active, we shall have the right to send you emails as a result of your activity on the Site (for example, the completion of a Text that you ordered) and to update you on changes to our service (for example, a change in our standard prices).

XXI. Exclusion of Certain International Provisions

Textbroker and you agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms of Services.

XXII. Rights to Injunctive Relief

Textbroker and you acknowledge and agree that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach of these Terms of Services, and that an aggrieved party shall therefore be entitled to seek injunctive relief in the event of any such breach, in addition to seeking all other remedies available at law or in equity.

XXIII. Attorney's Fees

In the event any party (you or Textbroker) shall commence any claims, actions, formal legal action, or arbitration to interpret and/or enforce these Terms of Services or issues relating thereto, including without limitation claimed breaches of representations and warranties, the prevailing party in any such action or proceeding shall be entitled to recover, in addition to all other available damages or other relief, its reasonable attorney's fees and costs incurred in connection therewith, including attorney's fees incurred on appeal.

XXIV. Assignment

These Terms of Services will be binding upon the permitted successors and assigns of the customer, and any successor or assignee of Textbroker. Any such successor or assignee of Textbroker will be deemed substituted for Textbroker under the terms of this Terms of Services for all purposes. For this purpose, "successor" means any person, firm, corporation, or other business entity that at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires all or substantially all of the assets or business of Textbroker. None of the rights of the customer may be assigned or transferred without the express prior written agreement of Textbroker, which agreement shall not be unreasonably withheld. Any attempted assignment, transfer, conveyance, or other disposition of the customer's rights or obligations in contravention of this paragraph will be null and void and of no effect.

XXV. Severability

If any provision of these Terms of Services shall be held to be invalid or unenforceable for any reason, or any portion thereof, the remaining provisions shall continue to be valid and enforceable to the maximum extent permissible and the remainder of these Terms of Services will continue in full force and effect.

XXVI. No Waiver

Failure by either party to enforce any provision of these Terms of Services will not be deemed a waiver of future enforcement of that or any other provision, unless made in writing and signed by the party to whom the waiver is to be enforced against. No waiver of one breach shall constitute a waiver of subsequent breaches of the same or of a different nature.

XXVII. Headings

Section and subsection headings of these Terms of Services are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

XXVIII. Entire Agreement

These Terms of Services constitute the entire agreement between Textbroker and you with respect to your access and use of this Site and the Content and Services contained therein, and your membership with this Site, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of these Terms of Services shall be binding unless in writing and signed or approved by Textbroker. You acknowledge, represent and warrant that you have read these Terms of Services and agree to be bound by them as part of and in consideration of using this Site and, if you have become a member of this Site, of your membership. Textbroker's rights and your obligations hereunder shall survive the termination of these Terms of Service.

XXIX. Governing Law and Disputes

These Terms of Service shall be governed by, and will be construed under, the laws of the State of New York, U.S.A., without regard to choice of law principles. You irrevocably agree that any and all disputes that may arise out of, under, or in connection with these Terms of Service shall be adjudicated exclusively in the federal and state courts located in New York County, New York, and you hereby irrevocably consent to jurisdiction in those courts for such purposes. You further agree to waive any objection to venue in such courts and any objection to such courts based on the ground of inconvenient forum. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO THESE TERMS, THE SITE OR THE CONTENT OR SERVICES MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CLAIM OR CAUSE OF ACTION ARISES OR SUCH CLAIM OR CAUSE OF ACTION SHALL BE BARRED.

This Site is controlled within the United States of America and directed to individuals residing in the United States. Those who choose to access the Site from locations outside of the United States do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable. Textbroker does not represent that the Site, Content, or Services are appropriate outside the United States of America. Textbroker reserves the right to limit the availability of the Site to any person, geographic area or jurisdiction at any time in its sole discretion. The Software (if any) is further subject to United States export controls. No Software may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran,

Syria or any other country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. If you download or use any Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

XXX. Notice and Procedures for Making Claims of Copyright or Intellectual Property Infringement

Textbroker may, in appropriate circumstances and at its sole discretion, disable and/or terminate use of the Site, Content, or Services by users who infringe the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Textbroker's Copyright Agent a Notice containing the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Website (providing URL(s) in the body of an email is the best way to help Textbroker locate content quickly);
4. Your name, address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

If you believe in good faith that a notice of copyright infringement has been wrongly filed by Textbroker against you, the DMCA permits you to send Textbroker a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov/> for details. Notices of claims of copyright or other intellectual property infringement and counter-notices should be sent to.

Mailing Address:

9484 W Flamingo Rd, Suite 270, Las Vegas, NV 89147

Telephone: 702.534.3832

Email: clients@textbroker.com

Make sure you know whether the Content that you have seen on Textbroker infringes your copyright. If you are not certain what your rights are, or whether your copyright has been infringed, you should check with a legal adviser first. Be aware that there may be adverse legal consequences in your country if you make a false or bad faith allegation of copyright infringement by using this process.

Please also note that the information provided in this legal notice may be forwarded to the person who provided the allegedly infringing Content.

XXXIII. Privacy Policy

This Site's Privacy Policy is available by clicking on the link "Privacy Policy". Please read the Privacy Policy Section carefully before using this Site. By using, accessing or viewing this Site or the Content or Services on this Site, you signify your agreement to the Privacy Policy. If you do not agree with the Privacy Policy, you are not authorized to use the Site or the Content or Services on this Site. The terms of the Privacy Policy are incorporated herein by this reference. Do not provide any personal information to authors or other users of the Site.

XXXII. Ability to Accept Terms of Service

You represent and warrant that you are either at least 18 years of age (or for jurisdictions in which 18 years old is not the age of majority to legally enter into binding contracts, at least such age of majority for your jurisdiction), or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and

comply with these Terms of Service. You acknowledge that we have given you a reasonable opportunity to review these Terms of Service and that you have agreed to them.