

EVERYTHING BUT THE MIME, INC.
TERMS OF USE

These Terms of Use, including any additional terms and conditions referenced herein or presented elsewhere on the Site (defined below), generally or in relation to a specific service or feature (collectively, the “Terms” and/or “Agreement”), and the Privacy Policy, set forth the terms and conditions that apply to your use of the Site. Everything But The Mime, Inc. (“EBTM”), is the owner of the website <https://everythingbutthemime.com> all rights therein and associated therewith, including, but not limited to, the copyrights and trademarks (hereinafter, the “Site”).

Your access to the Site is subject to these Terms, and by using the Site, you agree to follow and be bound by the Terms, and further agree to comply with all applicable laws and regulations, including United States and Florida laws. In these Terms, the words “you” and “your” refer to each customer, Site visitor, or user. “We,” “us,” and “our” refers to EBTM. “Services” refers to all services provided by us on the Site.

YOU AGREE BY USING THE SITE AND THE SERVICES THAT YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY CAPABLE OF ENTERING INTO A CONTRACT. Minors are not eligible to use the Site without the supervision of a legal guardian and we ask that they do not submit any Personal Information to us. You acknowledge that we reserve the right to refuse service to anyone and to cancel user access at any time.

Changes to Terms: It is your responsibility to review the Terms periodically. If you do not agree to the Terms, do not use this Site. We may modify these Terms at any time without notice to you, and such modifications, additions, or deletions shall be effective immediately upon posting.

Changes to Site: We may change or discontinue any aspect, service, or feature of the Site, including, but not limited to, the content, availability, and equipment needed to access or use the Site, at any time and without notice. If you have any questions about these Terms, please contact us.

Date of Last Revision: August 29, 2024

Your Account: During your use of the Site, it shall be solely your responsibility to maintain the confidentiality of your e-mail address, password, and any other account identifiers related to any personal account you created on the Site (the “Account”), and for restricting access to other users or computer(s). You also agree to accept sole responsibility for any and all activity that occurs under your Account.

Monitoring: We shall have the right, but not the obligation, to monitor your or other users’ use of the Site to determine compliance with the Terms and to satisfy any law, regulation, or authorized government request. We may share personally identifiable information in response to a law enforcement agency’s request, or where we deem, in our sole discretion, that it is necessary or otherwise required by law.

Ownership: This Site is owned and operated by EBTM. Aside from third-party licensed content, all rights, title, and interest in and to the materials provided on this Site, including, but not limited to, information, documents, logos, graphics, sounds, images, audio-visual works, characters, and the intellectual property rights therein, including, without limitation, copyright and trademark (the “Materials”) are owned by us. “Everything But The Mime” and the EBTM logo are trademarks and are the exclusive property of EBTM. Except as otherwise expressly provided herein, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted, or distributed in any way, and nothing on this Site shall be construed to confer any license under any of our intellectual property rights, whether by estoppel, implication, or otherwise. Any rights not expressly granted herein are reserved by us.

Third-Party Content: The Site may contain links to websites controlled by third parties. We have no control over the content of any third-party site, and these Terms do not govern your use of any such third-party site. Additionally, the Site may reference products, services, or other information by trade name, trademark, or otherwise, and such reference shall not be construed as an endorsement, sponsorship, or recommendation of or by such third parties unless expressly stated to the contrary.

Submissions: We are pleased to hear from our visitors and welcome your comments regarding our services. However, please be advised that all material is received on a non-confidential basis. While we do value your feedback, we request that you be specific in your comments and not submit any ideas, suggestions, or materials (unless specifically requested by us).

If you send us unsolicited creative suggestions, ideas, notes, drawings, concepts, or other information (individually and collectively, "Submissions"), you hereby grant us a non-exclusive, perpetual, worldwide, royalty-free right, but not the obligation, to use the same.

We may already be exploring concepts and ideas generated by employees or other outside sources that resemble the Submissions. We may have similar or identical ideas that may have been generated independently. Therefore, you hereby waive any claim that we misappropriated any ideas or portions of the Submissions in any current or future productions or endeavors.

Reservation of Rights: EBTM reserves the right to refuse service or access to the Site to any person, entity, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis and in our sole discretion. We reserve the right to discontinue any product or service at any time.

User Behavior: EBTM grants you permission to use the Site subject to all of the terms and conditions set forth in these Terms. As a condition of use, you agree not to use the Site for any purpose that is unlawful. You agree to abide by all applicable local, state, national, and international laws and regulations, including, without limitation, all intellectual property laws (such as U.S. copyright laws). Any unauthorized use of the Site is expressly prohibited.

By way of example, you agree not to (a) take any action, or (b) upload, download, post, submit or have EBTM upload or post on your behalf or otherwise distribute or facilitate distribution of any

material and/or content, using any communications service or other service available on or through the Site, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity; or
- is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, pornographic, or obscene, or promotes hate or incites violence; or
- misrepresents the source, identity, or content of information transmitted via the Site; or
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming") or a chain letter, a pyramid scheme, petitions for signatures, charity requests, or any other similar solicitation; or
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, or other information of EBTM or any third party; or
- impersonates, or falsely indicates an affiliation with, any person or entity, including, without limitation, any employee or representative of EBTM; or
- collects, or attempts to collect, Personal Information about users without their consent or constitutes a solicitation, for commercial purposes, of any users of the Site; or
- otherwise violates these Terms, the Privacy Policy, or any other policy posted on the Site.

Additionally, you agree that you will not: (i) take any action that imposes, or may impose, in EBTM's sole discretion, an unreasonable or disproportionately large load on EBTM's infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; (iii) alter or modify any part of the website; (iv) bypass any measures EBTM may use to prevent or restrict access to the Site, other accounts, or computer systems or networks connected to the Site; or (v) interfere with any other user's enjoyment of the Site, including, without limitation, accessing an account of an EBTM user that is not yours.

You may not (and may not permit others to), directly or indirectly, modify, translate, decompile, disassemble, or reverse engineer any part of the Site, any content of third parties or any other content available through the Site (except to the limited extent applicable laws specifically prohibit such restriction), or copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. In addition, you may not remove any proprietary notices, marks, or labels.

You shall not launch or otherwise use any robot, spider, scraper, or other automated means to access the Service in a manner which sends more request messages to the EBTM server in any given period of time than a typical human would normally produce in the same period by using a conventional on-line web browser to read, view, and submit materials. Notwithstanding the foregoing, we grant the operators of search engines permission to use robots to copy materials from the site for the sole purpose of creating publicly-available searchable indexes of the materials, but not caches or archives of the materials, provided that we reserve the right to revoke these exceptions either generally or in specific cases.

DISCLAIMER OF WARRANTY: YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE, AND ALL MATERIALS PROVIDED ON OR THROUGH YOUR USE OF THE SITE OR APPLICATIONS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY THAT: (A) THE SITE, SERVICES, OR MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SITE, SERVICES, OR MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR ANY SERVICES OR MATERIALS OFFERED THROUGH THE SITE, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OR SERVICES PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, OR IN RELIANCE ON THE MATERIALS OR SERVICES, WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY MATERIALS OR SERVICES THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. WE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, OR INFORMATION.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL WE AND/OR OUR OFFICERS, OWNERS, DIRECTORS, EMPLOYEES, AND/OR AGENTS BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COST OF SUBSTITUTE GOODS OR SERVICES, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE SITE. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Indemnification: You agree to defend, indemnify, and hold us harmless from and against any and all claims and expenses, including, but not limited to, attorneys’ fees and court costs, that arise out of or are related to your use of the Site.

Interpretation: These Terms were written in English (U.S.). To the extent any translated version of this Agreement conflicts with the English version, the English version controls.

Statement of Rights and Responsibilities: These Terms govern our relationship with you and others who interact with the Site as well as other products and services (our “Services”), if any. By using or accessing the Site or our Services, you agree to these Terms, as updated from time to time.

Privacy: Your privacy is very important to us. We designed our **Privacy Policy** to make important disclosures about how you can use the Site and how we collect and can use the content and information you share with us. We encourage you to read the Privacy Policy, and to use it to help you make informed decisions.

Advertising: We may run advertisements and promotions from third parties on the Site. Your business dealings or correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. We are not responsible or liable for any loss or damage of any sort incurred by you as the result of any such dealings or as the result of the presence of third-party advertisers on the Site.

Mobile and Other Devices: We currently provide our Site for free, but please be aware that your carrier's normal rates and fees, such as data charges, will still apply.

Termination: If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for us, or for any or no reason whatsoever, we can stop providing all or part of the Site and/or Services to you.

Disputes: You will resolve any claim, cause of action, or dispute you have with us arising out of or relating to these Terms or the Site exclusively in the U.S. District Court for the Middle District of Florida or a state court located in Orange County, Florida, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of Florida will govern these Terms, as well as any other claim that might arise between you and us, without regard to conflict of law provisions.

Miscellaneous: The Terms and Privacy Policy constitute the entire agreement between you and us and supersedes all previous written or verbal agreements between you and us with respect to the subject matter herein. If any portion of these Terms is found to be unenforceable, the remaining portions will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. These Terms shall be deemed a joint work product of you and us and may not be construed against either party by reason of its/his/her preparation or word processing. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The section

headings contained herein are for convenience only and shall not impact the meaning or affect the content of the Terms.

If you access the Site from outside the United States, you accept full responsibility for compliance with local laws.

Any amendment to or waiver of these Terms must be made in writing and signed by us. You will not transfer any of your rights or obligations under these Terms to anyone else without our written consent. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

Nothing in these Terms shall prevent us from complying with the law.

These Terms do not confer any third-party beneficiary rights. We reserve all rights not expressly granted to you. You will comply with all applicable laws when using or accessing the Site.

DMCA Policy

EBTM respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, EBTM will respond expeditiously to claims of copyright infringement committed using EBTM's service(s) and/or the EBTM website (the "Site") if such claims are reported to EBTM's Designated Copyright Agent identified in the sample notice below.

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to EBTM's Designated Copyright Agent. Upon receipt of Notice as described below, EBTM will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Site.

DMCA Notice of Alleged Infringement ("Notice")

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or the exact location where such material may be found.
3. Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
 - o "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

- “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to EBTM’s Designated Copyright Agent:

Copyright Agent
Everything But The Mime, Inc.
2914 Trentwood Blvd.
Orlando, FL 32812

Or submit online: carol@everythingbutthemime.com