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2. **Proprietary Rights.** As between any user and Consenting Adults / Benztown + McVay Media Podcast Networks, Consenting Adults / Benztown + McVay Media Podcast Networks owns or licenses all data, content, graphics, forms, artwork, images, photographs, functional components, audio clips, video clips, software and software concepts and documentation and other material on, in or made available through the Sites ("Site Material"), as well as the selection, coordination, arrangement, and organization and enhancement of the Site Material. All Site Material is protected pursuant to United States copyright, trademark, patent and other applicable laws. You agree not to remove or alter any copyright notice or any other proprietary notice on any Site Materials. As between any user and Consenting Adults / Benztown + McVay Media Podcast Networks, all names, trademarks, service marks, certification marks, symbols, slogans or logos appearing on the Sites are proprietary to Benztown or its affiliates, licensors, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Sites, other than the right to use the Sites in accordance with these Terms.
3. **Adult Content.** Some content provided on the Sites or through the Site Material may contain adult content intended for viewers above 18 years or age. By viewing this adult content, you represent that you are at least 18 years of age and that such adult content is acceptable to you.
4. **Fees.** Except where otherwise provided, access to and use of these Sites and the Services are currently available without charge. Consenting Adults / Benztown + McVay

Media Podcast Networks reserves the right to charge a fee for access to or use of these Sites and the Services at any time in the future. Your access to or use of the Sites before such time does not entitle you to use of the Sites without charge in the future.

5. **Unauthorized Activities.** You agree that you will not use the Sites for (a) any illegal or unauthorized purposes that violate any laws (including import, export and copyright laws); (b) modifying, adapting or hacking into the Sites or for modifying another website so as to falsely imply that it is associated with Benztown; (c) uploading, posting, hosting, or transmitting unsolicited email, SMSs, "spam" messages, worms or viruses or any code of a destructive nature; (d) contacting any other user of the Sites who has requested not to be contacted; (e) stalking or harassing anyone; (f) posting non-local or otherwise irrelevant User Content (as defined below) or otherwise imposing an unreasonable or excessively great amount of User Content on the Sites; or (g) attempting to gain unauthorized access to Benztown's computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of the Sites or any services provided through the Sites. You further agree not to modify, distribute, copy, exchange, disseminate, archive, reproduce, transmit, publicly display, publicly perform, broadcast, retransmit, publish by hard copy or electronic means, adapt, edit, compile or create derivative works of the Site Material or otherwise use the Site Material in any way for any purpose without prior written approval from Benztown. You may not frame, capture, harvest, collect, or create hypertext or other links or connections to any part of the Sites or Site Materials without Benztown's prior written consent. You acknowledge and agree that the unauthorized use of the Site Material could cause irreparable harm to Benztown and that in the event of such unauthorized use, Consenting Adults / Benztown + McVay Media Podcast Networks shall be entitled to an injunction in addition to any other remedies available at law or in equity.
6. **Third Party Web Sites and Content.** The Sites is available for informational, non-commercial purposes only. Parties other than Benztown may provide products, services, data or content on the Sites. Additionally, the Sites may contain links to other Internet Web sites for the convenience of users in locating information, products, or services that may be of interest. Use of the Sites and the Site Materials and any other material or content on and made available through the Sites is entirely at your own risk. Consenting Adults / Benztown + McVay Media Podcast Networks does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on third party sites or the transactions you conduct or enter into with third parties. Your use of any third party's website is at your own risk, and subject to the terms and conditions of such other websites. Benztown does not endorse any product, service, or treatment provided on a third party website or advertised on the Sites.
7. **Materials Submitted to the Sites.** Excluding information that you choose to keep private, the Sites may allow you to contribute content, information, text, files, graphics, personal listings, messages, ratings, postings, and other materials and information for access, use, and commentary by other users to the Sites ("User Content"). Failure to comply with these Terms, or with any of Consenting Adults / Benztown + McVay Media Podcast Networks's published policies, may result in immediate removal of any User

Content. By posting User Content, you represent that you have the full legal right to provide the User Content and that use of the User Content by the Sites and all other persons and entities will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory, libelous or trade libelous, unlawfully threatening, or unlawfully harassing; (d) impersonate any person or entity or falsely state or otherwise imply an affiliate with a person or entity or is generally false, deceptive, misleading, deceitful, misinformative or constitutes a “bait and switch”; (e) be obscene, child pornographic, or indecent; (f) violate any community or Internet standard; (g) contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information, or that facilitate or enable such or that are intended to do any of the foregoing; (h) constitute misappropriation of any trade secret or know-how; or (i) constitute disclosure of any confidential information owned by any third party.

Upon your submission of User Content or other material or information to Consenting Adults/ Benztown + McVay Media Podcast Networks , you grant Consenting Adults / Benztown + McVay Media Podcast Networks a worldwide, perpetual, non-terminable, irrevocable, transferable, license to access, use, distribute, perform, reproduce, display, modify, create derivative works based upon, and sublicense, and to permit others to access, use, distribute, perform, reproduce, display, modify and create derivative works based upon the User Content, all without any compensation to you whatsoever. You grant Benztown the right to derive statistics and other aggregate information from any User Content you submit to the Sites. Consenting Adults / Benztown + McVay Media Podcast Networks may refuse to post or remove User Content from the Sites that violates any of the warranties provided in the preceding paragraph or for any reason. Benztown shall not be responsible for changes, modifications, or removal of any User Content that you submit to the Sites. If you believe that any content or postings on the Sites violate your intellectual property or other rights, please follow our Complaint Procedure in Section 13 of these Terms.

8. **Privacy Policy.** Any personal information that you provide to Benztown on the Sites is subject to our [Privacy Policy](#). For more information, [click here to view the Privacy Policy](#) which is incorporated into these Terms by reference, as if set forth fully herein. Please be advised that the confidentiality of any communication or material transmitted to Benztown via the Sites or Internet electronic mail cannot be guaranteed, including, for example, personal information such as your address or name. Alternatively, you may contact Consenting Adults / Benztown + McVay Media Podcast Networks by regular mail at 100 W Broadway #200 Glendale, California, 91210, or by phone at 1-800-391-6044.
9. **Disclaimer.** Benztown, its subsidiaries, and affiliates are not responsible for and do not guarantee the accuracy or completeness of any Site Material, User Content, Software, products, data, services, links, advertisements or other items contained within the Sites.

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- 10. Liability.** Consenting Adults / Benztown + McVay Media Podcast Networks AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING LOST REVENUES OR LOST PROFITS, WHICH MAY OR DOES RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THE SITE, THE USER CONTENT, THE SITE MATERIALS, THE SERVICES, PRODUCTS, SOFTWARE, DATA AND OTHER MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT YOU OR Consenting Adults / Benztown + McVay Media Podcast Networks HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF Consenting Adults / Benztown + McVay Media Podcast Networks AND ITS LICENSORS TO YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE SITE, USER CONTENT, THE SITE MATERIALS ON, IN AND MADE AVAILABLE THROUGH THE SITE, OR THE

SERVICES, PRODUCTS, SOFTWARE, DATA OR OTHER MATERIALS OFFERED IN CONNECTION THEREWITH EXCEED THE PRICE PAID BY YOU DURING THE PRECEDING YEAR FOR USE OF THE SITE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF Consenting Adults / Benztown + McVay Media Podcast Networks AND ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS (\$10). If you are dissatisfied with the Sites, or with any of these Terms, or feel Consenting Adults / Benztown + McVay Media Podcast Networks has breached these Terms, your sole and exclusive remedy is to discontinue using the Sites.

11. **Indemnification.** You shall indemnify Consenting Adults / Benztown + McVay Media Podcast Networks and its directors, officers, employees, agents, contractors and licensors (“Benztown Indemnitees”) against all claims, actions, suits, and other proceedings (“Claims”) arising out of or incurred in connection with the Sites and your use of the Sites or services obtained through the Sites, your fraud, violation of law, negligence, willful misconduct, or any other use of the Sites, the User Content, the Site Materials, the services, products, information and other materials on, in and made available through the Sites, (except to the extent attributable to Consenting Adults / Benztown + McVay Media Podcast Networks), or any breach by you of these Terms and shall indemnify and hold Benztown Indemnitees harmless from and against all judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees and attorneys’ disbursements) arising out of or incurred in connection with such Claims. You may not settle any Claim without the prior written consent of Consenting Adults / Benztown + McVay Media Podcast Networks . Consenting Adults/ Benztown + McVay Media Podcast Networks or its licensors may assume the defense of any Claim, at your sole cost and expense, and you shall cooperate in all reasonable respects in such defense. You shall have the right to employ separate counsel in any Claim and to participate in the defense thereof. If Consenting Adults / Benztown + McVay Media Podcast Networks or its licensors do not notify you that it elects to undertake the defense thereof, you shall have the right to defend the Claim with counsel reasonably acceptable to Benztown, subject to the right of Benztown to assume, at their sole cost and expense, the defense of any Claim at any time prior to the settlement or final determination thereof.
12. **Internet Security.** Consenting Adults / Benztown + McVay Media Podcast Networks uses reasonable efforts to ensure that the Sites is generally available. However, there will be occasions when access to the Sites will be interrupted or unavailable. Benztown will use reasonable commercial efforts to minimize such disruption where it is within our reasonable control. You agree that we shall not be liable to you for any modification, suspension or discontinuance of the Sites. You understand that the technical processing and transmission of any Sites content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not

guarantee that any information sent from our Sites will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to Consenting Adults / Benztown + McVay Media Podcast Networks via the Sites or the Internet, including, for example, personal information such as your name or address.

13. **Complaint Procedures.** If you believe that any content or postings on these Sites violates your intellectual property or other rights, please send to Consenting Adults / Benztown + McVay Media Podcast Networks at mail@benztown.com a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if any; (b) your contact information, including your e-mail address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: "The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message."
14. **Changes to these Terms; Termination.** Consenting Adults / Benztown + McVay Media Podcast Networks reserves the right at any time to modify, alter or update these Terms. Notice of any new or revised Terms, as well as the location of the new or revised statement, will be posted on the Sites for at least twenty (20) days after the change. Your use of the Sites following any changes means that you agree to follow and be bound by the terms as changed. Any change to these Terms shall be effective as to any visitor who has visited the Sites before the change was made. It is the obligation of users visiting the Sites before the change to learn of changes to the Terms since their last visit. Consenting Adults / Benztown + McVay Media Podcast Networks may suspend or terminate your account and/or your ability to use the Sites or any services on the Sites for failure to comply with these Terms, for providing Consenting Adults / Benztown + McVay Media Podcast Networks with untrue or inaccurate information about yourself, for infringement upon Benztown proprietary rights, or for any other reason whatsoever or for no reason.
15. **Dispute Resolution.** Any dispute arising out of these Terms shall be resolved exclusively through final and binding arbitration conducted by the American Arbitration Association (the "AAA"). Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of these Terms, as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability and the scope or enforceability of this agreement to arbitrate shall be for a court of competent jurisdiction to decide. Arbitration shall take place in Los Angeles, California, unless Consenting Adults / Benztown + McVay Media Podcast Networks elects otherwise

The arbitrator will decide the substance of all claims in accordance with the laws of the State of California. The arbitrator shall not be bound by rulings in prior arbitrations involving different Consenting Adults / Benztown + McVay Media Podcast Networks

users, but is bound by rulings in prior arbitrations involving the same Benztown user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Consenting Adults / Benztown + McVay Media Podcast Networks will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by Consenting Adults / Benztown + McVay Media Podcast Networks should be submitted by mail to the AAA along with your demand for arbitration and Benztown will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Consenting Adults / Benztown + McVay Media Podcast Networks will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the costs of accessing arbitration from being prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Consenting Adults / Benztown + McVay Media Podcast Networks for all fees associated with the arbitration paid by Benztown on your behalf that you otherwise would be obligated to pay under the AAA's rules. If an arbitrator or court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this agreement to arbitrate shall still apply.

You can choose to reject this agreement to arbitrate by mailing us a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than thirty days after the date you accept these Terms for the first time. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number, and the email address used to log in to the Consenting Adults / Benztown + McVay Media Podcast Networks account to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms will continue to apply. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

- 16. Miscellaneous.** These Terms, including the [Privacy Policy](#), constitute the whole legal agreement between you and Benztown and govern your use of the Sites, Services and any transactions you may have with Benztown through the Sites and completely replaces and supersedes any prior agreements or understanding, arrangements, undertaking or proposal, written or oral, between you and Consenting Adults / Benztown + McVay Media Podcast Networks in relation to such matters. In the event any other rule, code of conduct, or other matter posted on the Sites conflicts with the terms of these Terms, these Terms of Use shall govern. No oral explanation or oral information given by any party shall alter the interpretation of these Terms. Notwithstanding the

foregoing, you understand that Benztown may make changes to these Terms from time to time. Your continued use of the Sites following the posting of changes to these Terms of Use will be considered your consent to those changes. When these changes are made, Benztown will make a new copy of the Terms of Use available on the Sites. You agree that Benztown is under no obligation to provide you with notices regarding changes to the Terms of Use. You understand that it is your responsibility to check the Terms regularly for changes.

You agree that if Consenting Adults / Benztown + McVay Media Podcast Networks does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which v has the benefit of under any applicable law), this will not be taken to be a formal waiver of Consenting Adults / Benztown + McVay Media Podcast Networks's rights and that those rights or remedies will still be available to Consenting Adults / Benztown + McVay Media Podcast Networks . If any court of law, having the jurisdiction to decide a matter arising out of these Terms, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of the Terms and the remaining provisions will continue to be valid and enforceable.

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Dated: August 18, 2020

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