

## MARCELLUSLONG.COM TERMS OF USE AGREEMENT

*PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES.*

This is the official terms of use agreement ("Agreement") for [www.MarcellusLong.com](http://www.MarcellusLong.com), an Internet website ("Site") offered by Marcellus Long, a world-renowned music artist and entertainer ("Artist") (collectively, "Company", "we," "us," or "our"). The Site is owned and/or controlled by Marcellus Long Enterprises. This Agreement governs only the content features, and activities related to this Site and does not cover websites for any other Company website or any other company, unless specifically stated. This Site is offered and made available only to users 18 years of age or older who reside in United States of America. If you are not yet 18 years old, or do not reside in the United States, please discontinue using the Site immediately, or if for any reason, you do not agree with all of the terms and conditions contained in this agreement, please discontinue using the Site immediately because by using or attempting to use the Site, you certify that you are at least 18 years of age and meet any other eligibility and residency requirements of the Site. These terms and conditions regarding your use of the Site constitute a legally binding agreement between you and the Company. In this Agreement, the term "Site" includes all web sites and web pages within [www.MarcellusLong.com](http://www.MarcellusLong.com) as well as any equivalent, mirror, replacement, substitute or backup web sites and web pages that are associated with the Site. By using this Site, you understand, acknowledge and agree that you will abide by the terms of this Agreement and any additional terms that govern certain products and services, which will be presented in conjunction with those products and services ("Additional Terms"). The Site may also provide rules of participation ("Rules") for certain activities and services including, but not without limitation, contests and sweepstakes, award programs, membership clubs, email, and dating services. To the extent that there is a conflict between this Agreement and Additional Terms for the activity in which you choose to participate, the Additional Terms shall govern. To the extent that there is a conflict between this Agreement and the specific Rules for the activity in which you choose to participate, this Agreement shall govern. This Agreement will remain in full force and effect as long as you are a user of the Site and in the event of termination of any membership, service or feature, you will still be bound by your obligations under this Agreement, the Privacy Policy, any Additional Terms or Rules, including any indemnifications, warranties and limitations of liability. The words "use" or "using" in this Agreement, means any time an individual (a "user"), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with use, display, view, print or copy from the Site, transmit, receive or exchange data or communicate with the Site, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Site, for any purpose whatsoever. This Agreement does not cover your rights or responsibilities with respect to third party content or sites or any links that may direct your browser or your connection to third party sites or pages. This is the entire and exclusive Agreement between you and us regarding use of the Site and it cannot be modified, except as specifically described below in Section 2.

### 1. REGISTRATION

We may require each user to have a unique user name and password combination in order to access and use certain features or functions of the Site and may also, from time to time, provide users with additional codes or passwords necessary to access and use certain features or

functions of the Site. As part of the registration process for the feature or function, you will choose a user name and password (or we may assign an initial password which we will give you the option to change). Your user name and password are personal to you and you may not allow any others to use your user name or password under any circumstances. We are not liable for any harm caused or related to the theft or misappropriation of your user name or password, disclosure of your user name or password, or your authorization of anyone else to use your user name or password. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your user name or password or any other need to deactivate your user name or password due to security concerns. 2.

**MODIFICATIONS** We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of this Agreement. We will post or display notices of material changes on the Site and we may also e-mail you about these changes. Once we post them on the Site, these changes become effective immediately and if you use the Site after they become effective it will signify your agreement to be bound by the changes. You should check back frequently and review the terms and conditions of this Agreement regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

**2. OWNERSHIP OF INTELLECTUAL PROPERTY** The contents of this Site, including all Site software, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information and all copyrightable or otherwise legally protectible elements of the Site, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, service marks and trade names (individually and/or collectively, "Material"), are the property of Artist and/or the Company, their subsidiaries, affiliates, licensors, suppliers, operational service providers, advertisers, promotional partners, or sponsors and are legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and treaties. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "Site" includes "Material" as well. The Site is to be used solely for your noncommercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purposes. You must not alter, delete or conceal any copyright or other notices contained on the Site, including notices on any Material you download, transmit, display, print or reproduce from the Site. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party web site), or otherwise use, any Material without the express prior written consent of the Company. Any unauthorized or prohibited use of any Material may subject you to civil liability, criminal prosecution, or both, under applicable federal, state and local laws. We require users to respect our copyrights, trademarks, and other intellectual property rights.

**3. RULES OF CONDUCT** Your use of the Site is subject to all applicable local, state, national laws and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts and omissions that occur in, from, through or under your user name or password. You shall not use, allow enable others to use the Site, or knowingly condone use of this Site by others, in any manner that

is, attempts to, or is likely to: • be libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else. • affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Site, or from advertising, linking or becoming a supplier to us in connection with the Site; • send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing"; • be used for commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other web site or web pages; • transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful programs or other material or information; • forge any TCP/IP packet header or part of the header information in any email or newsgroup posting for any reason; • violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order, any treaties or violate or infringe upon any intellectual property rights, rights of publicity or privacy, or any other rights of ours or of any other person, firm or enterprise; gain unauthorized access to the Site, other users' accounts, names, user IDs, passwords, personally identifiable information or other computers, web sites or pages, connected or linked to the Site or to use the Site in any manner which violates or is inconsistent with the terms and conditions of this Agreement; • modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Site or the rights or use and enjoyment of the Site by any other person, firm or enterprise; or collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of the Site, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so; • reveal any personal identifiable information (excluding user names and e-mail addresses); or • impersonate any other user, artist, celebrity or any other third party.

**4. WIRELESS MARKETING SERVICES AND PROMOTIONAL OPPORTUNITIES** The Company provides its valued website users and viewers with the opportunity to register for special promotions, services, news, programming and information delivered via text messaging and other wireless devices such as mobile phones. Users are required to provide their consent to receive such information from the Company, either by registering on this Site or via their wireless device. Such services and promotional opportunities are provided by Company's affiliates for Company. The information requested as part of the online registration process is a user's telephone number or a wireless email address, but only if specifically requested, and the carrier's name. Optional information may be requested for specific promotions, such as a user's preferences regarding goods or services, choices of music or artists, or other similar survey information. Depending on the promotion, we may also collect an Internet email address or other information and, depending on the information collected, the user may also be required to confirm his or her agreement to the Site's Privacy Policy and Terms of Use Agreement. Users that register for Company's wireless marketing services acknowledge, understand and agree that they

will be charged by the user's wireless carrier for all messages sent to the user from the Company. Standard messaging rates will apply, unless noted otherwise. Under no circumstances will the Company, its corporate affiliates be responsible for any wireless email or text messaging charges incurred by a user or by a person that has access to a user's wireless device, telephone number, or email address. Each user understands, acknowledges and agrees that the Company may, at its sole discretion and without liability to any user, terminate its offer of any specific wireless marketing service or all wireless marketing services at any time without advance notice. The Company may provide notice of terminations or changes in services on this Site.

5. POSTINGS Your comments, suggestions and information are important to us. Portions of this Site may provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the Site or other users ("Post" or "Postings"). You understand, acknowledge and agree that such Postings are the sole responsibility of the person from which such Postings originated. This means that you, the user, and not this Site, are entirely responsible for the consequences of all Postings that you upload, post, email, transmit or otherwise make available via the Site. You further understand that Postings will be read by others, with or without your knowledge or permission. Any Postings made by you shall be at your own risk and you should not disclose or make available your personal information in any Posting. Postings do not reflect the views of the Site, the Company, Artist or their affiliates. We do not monitor, endorse, edit or screen any Postings, although we reserve the right to do so, nor shall we be liable for any Posting that is in violation of this Agreement. In no event shall the Company, Artist or their affiliates have or be construed to have any responsibility or liability for or in connection with any Posting whatsoever; however, if we determine, in our sole discretion and judgment, that any Posting does or may violate any of the terms of this Agreement, we reserve the right, at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to: (a) refuse to allow you to Post; (b) remove and delete Postings; (c) revoke your right to use the Site; and/or (d) use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration on [www.MarcellusLong.com](http://www.MarcellusLong.com). If a Posting originates from you or your account, you hereby agree that: (a) you are placing the Posting in the public domain without reservation of any rights or further control over the Posting or its use and you specifically authorize the Site and the Company to use such Posting in whole or in part, throughout the universe, in perpetuity in or on any and all media, now known or hereafter devised, and alone or together or as part of other information, content and/or material of any kind or nature; (b) you represent and warrant that (i) the Posting is original to you or fully cleared for use as contemplated herein, (ii) the Posting does and will not, in any way, violate or breach any of the terms of this Agreement, (iii) the Posting does not contain libelous, tortious, or otherwise unlawful information, infringe or violate any copyright or other right, or contain any matter the publication or sale of which will violate any federal or state statute or regulation, (iv) the Posting is not obscene or in any other manner unlawful, (v) the Posting shall not be injurious to the health of the user, and (vi) we shall not be required to pay or incur any sums to any person or entity as a result of our use or exploitation of the Posting; (c) if your Posting incorporates the name, logo, brand, service or trademark, voice, likeness or

image of any person, firm or enterprise, you specifically represent and warrant that you have the right to place such Posting in the public domain and grant the Company the right to use such Posting as described above; and (d) we have the right to delete, re-format and/or change your Posting in any manner that we may determine (although you will not be responsible for any such changes made). The amount of storage space on the Site per user is limited. Some Postings may not be processed due to space constraints or outbound message limitations. You understand, acknowledge and agree that we assume no responsibility for deletion of Postings or any failure to store, receive or deliver Postings in a timely manner or any other matter relating to Postings. Posting is for noncommercial purposes only and you may not Post in any manner which does or is intended to promote or generate revenue for any business enterprise or commercial activity. If you believe that any content on the Site (including, without limitation, Postings) violates any of the terms of this Agreement (except for any notices covered by the Copyright Compliance Policy), please click here to send us a message about it (please refer to our "Copyright Compliance Policy" for any notices covered by the Copyright Compliance Policy). We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

**6. CONTESTS, SWEEPSTAKES, AUCTIONS, AND PROMOTIONS** From time to time, the Company, or the Site's operational service providers, suppliers, and Advertisers may conduct promotions on or through the Site, including, without limitation, auctions, contests and sweepstakes ("Promotions"). Each Promotion may have Additional Terms and/or Rules which will be posted or otherwise made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of this Agreement. The Company may also partner with its Affiliates for contests or special events. You must review the specific Official Rules or Additional Terms for any such contests or special events.

**7. HYPERLINKS TO THIRD PARTY SITES** The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Site or any other form of link or re-direction of your connection to, with or through the Site, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of the Site, the Company, Artist, or any of their subsidiaries, affiliates, successors and assigns, and their respective officers, directors, employees, agents, representatives, licensors, suppliers, service providers, successors and assigns. We do not verify, endorse, or have any responsibility for, any such third party sites, their business practices (including the privacy policy), or any goods or services associated with or obtained in connection with any such site, whether the Site's, Company's, Artist's or any affiliate's logo or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects Personal Information from you, in no event shall we assume or have any responsibility or liability.

**8. DEACTIVATION/TERMINATION OF YOUR REGISTRATION** We may terminate your use of and registration on the Site, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

**9. DISCLAIMER AND LIMITATIONS OF LIABILITY THIS SITE, AND ALL MATERIALS, PRODUCTS AND POSTINGS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR**

ASSURANCE THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. Without limiting the foregoing, we are not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Site. You understand, acknowledge and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all features and functions of the Site, including, without limitation, Postings and Materials associated with your use of the Site. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THIS SITE, THE COMPANY, ARTIST, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY OF THEIR SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SITE OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. Notwithstanding any claim that a sole or exclusive remedy which is provided in this Agreement may or does fail of its essential purpose, you specifically acknowledge and agree that your sole and exclusive remedy for any loss or damage shall be to have the Company, upon written notice from you to us, attempt to repair, correct or replace any deficient goods or services under this Agreement and, if repair, correction or replacement is not reasonably commercially practicable for the Company, to refund any monies actually paid by you for the Products involved and to terminate and discontinue your use of the Site. You further understand and acknowledge the capacity of the Site, in the aggregate and for each user, is limited. Consequently some messages and transmissions may not be processed in a timely fashion or at all, and some features or functions may be restricted or delayed or become completely inoperable. As a result, you acknowledge and agree that the Company assumes no liability, responsibility or obligation to transmit, process, store, receive or deliver transactions or Postings or for any failure or delay associated with any Postings and you are hereby expressly advised not to rely upon the timeliness or performance of the Site for any transactions or Postings. Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies, accordingly some of the exclusions and limitations described in this Agreement may not apply to you.

10. INDEMNIFICATION You agree to indemnify, defend and hold the Site, the Company, Artist, or their subsidiaries, affiliates, successors and assigns, or any of their respective officers, directors, employees, agents, licensors, representatives, Advertisers, operational service providers and suppliers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of this Agreement by you, or public posting of your Postings. The Company reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with the Company in the defense of any such claim, action, settlement or compromise negotiations, as requested by the Company.

11. LAW THAT APPLIES TO THIS AGREEMENT; MISCELLANEOUS TERMS This Agreement, together with any Additional Terms, Rules and any other regulations, procedures and policies which we refer to and

which are hereby incorporated by reference, contains the entire understanding and agreement between you and the Company and supersedes any and all prior or inconsistent understandings relating to the Site and your use of the Site. This Agreement cannot be changed or terminated orally. If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; however, no action arising out of this Agreement or your use of the Site, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose). This Agreement and your use of the Site is governed by, construed and enforced in accordance with the internal substantive laws of the State of California (notwithstanding the State's conflict of laws provisions) applicable to contracts made, executed and wholly performed in California, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State and County of Los Angeles and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise. To the extent it may be applicable, you agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act. IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

## 12. ADS AND MALWARE

We take great care and pride in creating this Site. We are always on the lookout for technical glitches that effect how the Site works. When we find them on our end, we will fix them. Unfortunately, your home computer may cause some glitches that effect how you see our Site -- and that is beyond our control. If you experience any unusual behavior, content or ads on the Site, it may be the result of Malware on your computer. Malware -- short for MALicious softWARE -- is a term used to broadly classify a form of software which is installed in a computer system with malicious intentions, usually without the owner's knowledge or permission. Malware includes computer viruses, key loggers, malicious active content, rogue programs and dialers, among others. While we continuously work closely with our partners to ensure that everything on the Site is working properly, sometimes Malware programs on your personal computer may interfere with your experience on our Site and on other sites that you visit.

## 13. SYNDICATION OF SOCIAL MEDIA ACTIVITY

By engaging in interaction with any of artists or companies social media services, such as Twitter, Facebook, user agrees that their activity may be syndicated onto [www.MarcellusLong.com](http://www.MarcellusLong.com) and our affiliates.

This Terms of Use Agreement was last modified on October 10, 2012 and is effective immediately.