

Effective: April 20, 2016

These are the general terms and conditions governing your use of this website and our services. By accessing, using or signing up for this website, our newsletters, or any other services and features, you are concluding a legally binding agreement based on these terms with Backy LLC, owner of williambacky.com.

## 1. Introduction

This website, williambacky.com, and the information, content, products and services it makes available (which shall collectively be hereinafter referred to as the "Website"), is provided to you by Backy LLC ("Backy LLC", "We" or "Us"). These terms of use (the "Terms of Use") set forth the terms and conditions governing your use of this Website. By accessing or using this Website you accept and agree to be legally bound by this Terms of Use and our Privacy Policy, as may be amended or supplemented from time to time.

## 2. Modification to the Terms of Use

Backy LLC may make changes to this Terms of Use from time to time in its sole discretion, by updating on the same on this Website and specifying the effective date of the new version of the Terms of Use. Your continued use of the Website following the posting of a new version of the Terms of Use constitutes your acceptance of any such changes. Accordingly, whenever you visit this Website you should check to see if a new version of the Terms of Use has been posted.

### 3. Contact Information

If you have any questions or concerns with respect to this Terms of Use or the website you may contact a representative of Backy LLC by visiting the contact us page on the website.

### 4. Website's Intended Audience

This Website is directed towards adults. The Website provides a promotional platform for users, advertisers, brands and partners. The use of this Website is not intended for any person under the age of 18 years.

### 5. Member Registration

You have to be a registered user ("Member") to use the Website. Only Members can access certain services offered by the Website. If you are not registered with us, please visit the Sign Up page to register.

Unauthorized access of the services is prohibited.

You agree to provide true, accurate, current and complete information about yourself as prompted by the registration form.

If you provide information that is untrue, inaccurate, not current or incomplete, or We has reasonable grounds to suspect that you have provided such information, We may (in addition to any other rights or remedies available to us), suspend or terminate your membership and refuse any and all current or future use of the Website and the services

(or any portion thereof). Users must immediately notify Us of any known or suspected unauthorized use of a Member's account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of Member's password. Members should be cautious about sharing their account information with third parties. Each Member is responsible for the confidentiality of her/his personal information, including use of the account by any third party, whether or not such use is authorized by the Member.

If you register yourself with our Website, you are responsible for maintaining the confidentiality of your Member identification and password information, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your Member identification and password.

When you sign up/register on this Website, your personal information will be registered automatically in our database which will be maintained by Us and may be used for sending marketing and promotional emails, newsletters etc, if subscribed to.

In case of change in personal information, you may write to Us at the contact information provided above.

## 6. Control of Personal Information

As a Member, We may allow you to have certain control over your privacy settings. However, be aware that if you choose to post on the Website, all posts are visible to everyone on the Website. Thus, any

personal information you post will be accessible to all Members and all visitors of the Website. You should also be aware that any information that is made public on the Website will be searchable by other search engines. Additionally, even if that content is later removed from this Website, it may still be stored in other computers of people who visited the Website, and removal of that information from this Website will not remove it from those other computers. Therefore, we caution you to be very careful and exercise good judgment and discretion about posting personal information to the Website.

If you believe that your content is being displayed in a manner that you did not authorize, you can notify us of the potential error by using the "Contact Us" button on any page of the Website and we will look into the issue promptly.

## 7. Member Submissions

We have no obligation to review content added to the Website and We assume no responsibility for the deletion of any content on the Website. You acknowledge that by using the Website, you may be exposed to content that you find objectionable, indecent or offensive or which is inaccurate, misleading or incomplete. We assume no obligation or responsibility for confirming the accuracy, completeness or usefulness of any content, nor do We endorse such content. We do not verify the identity of people using our Website. You use the Website and the content at your own risk.

All content that you post on the Website must comply with this Terms of Use. You take sole responsibility for all content that you post on the Website and the consequences of posting that content. You are responsible for obtaining all necessary rights to upload, post and distribute the content, including obtaining permission from any person shown in a photo that you upload or identified in any writing that you post. You further agree that any content you submit to the Website will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the content and to grant Backy LLC all of the license rights granted herein.

You agree that you will not upload, email, transmit, or otherwise make available any content that:

- is threatening, defamatory, abusive, obscene, pornographic, or any material that would give rise to any civil or criminal liability under applicable law;
- could infringe any copyright, trademark, publicity or privacy right or any other intellectual property right of any person or entity;
- containing slurs, hate speech or which attack an individual or group on the basis of race, color, religion, national origin, or sexual preferences;
- contains an email address, telephone number, street address, last name, or any that identifies a user other than yourself;
- that constitutes spam (sending the same message multiple times or to multiple people will be treated as spam);

- that is commercial in nature; and
- is, or could be construed as, illegal or construed as being a part of an illegal activity. By submitting content to the Website, you hereby expressly permit Backy LLC and any third party permitted by Backy LLC, to identify you as the contributor of such content in any publication in any form, media or technology now known or later developed in connection with the content.

## 8. Use of Content

A variety of information, messages, posts, text, graphics, software, data, Member-submitted content and other materials ("Content") is available on the Website. The Content available on the Website shall be used solely for your non-commercial and/or to benefit from the products, services and Content available on the Website. No right, title or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. Backy LLC reserves complete title and full intellectual property rights in all Content. Except as expressly authorized by this Terms of Use, you may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from the Website or the service.

Backy LLC grants you a nonexclusive, nontransferable, revocable, limited license to view the Content retrieved from the Website only for your personal, noncommercial use, provided that you do not remove or obscure any copyright notice, trademark notice, or other proprietary rights notices displayed on or in conjunction with the Content. You may not use any Content available via the Website in any other manner or for

any purpose without the prior written permission of Backy LLC. All rights not expressly granted in this Terms of Service are expressly reserved to Backy LLC.

Backy LLC may at any time modify, discontinue, or suspend its operation of this Website, or any part thereof, temporarily or permanently, without notice to you.

## 9. Member-Submitted Content and Rights to It

Any material, information, or data you transmit to Backy LLC or post to the Website (each a "Submission" or collectively "Submissions") will be considered non confidential and non proprietary. Backy LLC does not want to receive any confidential or proprietary information from you via this Website. In respect of all Submissions you make:

- (i) you guarantee that you have the legal right to post/ distribute the Submission and that you are not in violation of any law or the rights of any person or entity, and
- (ii) you grant to Backy LLC a royalty-free, irrevocable, perpetual and worldwide right to use, distribute, display and create derivative works from the Submission, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

While Backy LLC strives to keep the Content that it posts on the Website accurate, complete, and up-to-date, Backy LLC cannot guarantee, and is not responsible for, the accuracy, completeness, or timeliness of any Content, whether provided by Backy LLC, its suppliers, or by Members of the Website. Any opinions, advice, statements or other information

expressed or made available by Members or third parties, are those of the respective Member or other third party and not of Backy LLC. Backy LLC does not endorse and is not responsible for the accuracy or reliability of any opinion, advice or statement made on the Website.

Backy LLC recommends that all Members must use their discretion while relying or acting upon any information, advice, suggestion or tip provided on the Website, either by Backy LLC itself or any other user of the Website. Backy LLC does not have any obligation to prescreen, edit, or remove any Content provided by Members that is available through the Website. Notwithstanding the foregoing, Backy LLC will have the right (but not the obligation), in its sole discretion and for any reason, to prescreen, edit, refuse to accept, remove, or move any such Content.

Backy LLC makes no claims to ownership of content that you submit, post, distribute or otherwise make available to or through the Website and you continue to retain all ownership rights in such content and the right to use your content as you determine. However, you do grant to Backy LLC and its affiliates a worldwide, nonexclusive, perpetual, fully sub-licensable, royalty-free right and license as set below:

- with respect to content you submit, post or otherwise make available to public areas of the Website (e.g. not intended as a private communication), the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display such content (in whole or part) worldwide via the Website or otherwise, and/or to incorporate it in

other works in any form, media, or technology now known or later developed; and

- with respect to photos, graphics, audio, video or journals that you submit, post or otherwise make available to public areas of the Website, the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display such Content for the purpose for which such Content was submitted, posted or made available.

## 10. Contact with Third Party

Your dealings with advertisers or other third parties found on or accessible through the Website are solely between you and the third party. These dealings include, but are not limited to, your participation in promotions any terms, conditions, warranties, or representations associated with such dealings. The links provided to third party websites are solely as a convenience to users and should not be construed as an endorsement by Backy LLC of content, items, or services on those third-party websites. You access and use such websites, including the content, items or services on those websites, solely at your own risk.

Backy LLC does not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services that may be obtained from such third parties, and you agree that Backy LLC will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third parties on the Website.

## 11. Intellectual Property Rights

This Website is licensed by Backy LLC. All right to, title to, and interest in the Content available on/ via the Website, the Website's look and feel, the designs, trademarks, service marks, and trade names displayed on the Website, and the Website URLs, are the property of Backy LLC, its licensors, respective copyright or trademark owners and are used under fair use, and are protected by copyrights, trademarks, patents, or other proprietary rights and laws.

The Website and the Content are protected by United States copyright laws (United States Copyright Act of 1976), and belong to Backy LLC or its partners, affiliates, contributors, respective copyright or trademark owners. The copyrights in the Content are owned by Backy LLC or other copyright owners who have authorized their use on the Website or are used under the fair use doctrine. You may not manipulate or alter the images or other Content on the Website in any way.

All trademarks, service marks, logos and designs used on this Website, whether registered or unregistered, are owned by Backy LLC or other third parties. You may not use or display any trademarks, service marks, logos or designs owned by Backy LLC or others without our prior written consent.

## 12. Indemnification

You agree to indemnify, defend and hold harmless Backy LLC, its directors, officers, employees, agents, subsidiaries, business partners and affiliates from and against any and all liability, damages, losses,

claims, expenses of any kind (including, but not limited to direct, incidental, consequential, exemplary and indirect damages) and reasonable attorney's fees, resulting from or arising out of (1) your use, misuse or inability to use the Website or breach of the Terms of Use; or (2) the content you submit, post, or transmit through the Website.

### 13. Disclaimer

The Website is provided on an "as is" and "as available" basis. Backy LLC expressly disclaims all warranties of any kind, whether express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, and non-infringement.

Backy LLC does not make any warranty that the Website will meet your requirements, or that access to the Website will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected. Backy LLC makes no warranties as to the results that may be obtained from the use of the Website or as to the accuracy, quality, or reliability of any information obtained through the Website.

### 14. Limitation of Liability

Backy LLC and its affiliates assume no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the Content available via the Website. You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such content.

You specifically acknowledge that Backy LLC is not liable for any defamatory, offensive or illegal conduct of the Members or third parties.

Additionally, in no event will Backy LLC or its affiliates be liable for any special, indirect, incidental, punitive, or consequential damages, including, without limitation, any loss of use, loss of profits, loss of data, cost of procurement of substitute products or services, or any other such damages, howsoever caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise resulting from (1) the use of, or the inability to use the Website; (2) the cost of procurement of substitute services, items, or Website; (3) unauthorized access to or alteration of your transmissions or data; (4) the statements or conduct of any third party on the Website; or (5) any other matter relating to the Website. These limitations will apply whether or not Backy LLC has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy.

## 15. Termination

Backy LLC has the right to terminate your right to use the Website if Backy LLC, in its sole discretion, considers you to be engaged in unacceptable conduct, or in the event of your breach of this Terms of Use or the Privacy Policy of Backy LLC.

## 16. Severability

If any provision of the Terms of Use is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in the Terms of Use shall continue in full force and effect.

## 17. DCMA Policy

WilliamBacky.com (“Backy LLC”) 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>, Backy LLC will respond expeditiously to claims of copyright infringement committed using the Backy LLC service and/or the Backy LLC website (the “**Site**”) if such claims are reported to Backy LLC’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 Backy LLC’s Designated Copyright Agent. Upon receipt of Notice as described below, Backy LLC 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:
  - “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 Backy LLC’s Designated Copyright Agent:

Copyright Agent  
Backy LLC  
25925 Barton Road #1775  
Loma Linda, CA 92354  
[dmca@backyllc.com](mailto:dmca@backyllc.com)

## 18. Applicable Law

This Terms of Use and the resolution of any dispute related to this Terms of Use or the Website shall be governed in all respects by the internal laws of the State of California, without regard to principles of conflicts of law. With respect to any disputes arising out of or related to this Terms of Use, Backy LLC and you consent to the exclusive jurisdiction of, and venue in, the county courts of San Bernardino in the State of California (or in the event of exclusive federal jurisdiction, the courts of the District of Southern California).