

# **BWN MEDIA TERMS AND CONDITIONS**

## **Terms and Conditions Terms and Conditions of Sale**

The following terms and conditions shall apply for the use of the BWN Media (the "Company") website and the BWN Media services.

## **Effective February 1, 2008**

THE FOLLOWING TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT AND BY USING THIS WEBSITE AND SUBSCRIBING TO ANY OF BWN MEDIA'S SERVICES YOU ARE INDICATING THAT YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS.

## **Notice**

If you do not agree to be bound by these terms and conditions you hereby acknowledge that your sole remedy is to cease using this service and not to complete the registration process. If you continue to use the BWN Media service your continued use of the service will be viewed as acceptance of these terms and conditions and you will therefore be bound by this agreement.

## **Description Of Website and Service**

The BWN Media website and service allows for the purchase of memberships to receive financial products and services, and mobile entertainment based services via consumer websites and cell phones.

## **Use Of The Website and Service**

BWN Media shall rely on the assumption that the entity or person who is using the BWN Media website and service is responsible for the financial responsibilities of the investment and/or bank account through which the BWN Media services are being accessed. BWN Media will not be responsible for entities or individuals claiming that they did not authorize the use of their accounts for the purchase and payment of membership subscriptions and other services offered by BWN Media. You agree that you are over the age of 18 or have received your parents' or guardian's permission to use the computer or wireless phone for premium services and to have access to credit card, charge card, debit card, investment and/or bank account to pay for membership subscriptions. If you have subscribed to a BWN Media service BWN Media will and shall be entitled to conclude that you have complied with this section and that you are either 18 or have obtained the proper permission.

BWN Media's website and services are for your personal use. You may not copy, publish or re-publish, transmit or re-transmit, broadcast or re-broadcast or use any part of this service including for commercial use.

## **Intellectual Property and Copyright Restrictions**

Except as otherwise set forth herein, all right, title and interest in and to any intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Service ("Company

Intellectual Property Rights") are owned by Company or its licensors, and you agree to make no claim of interest in or ownership of any such Company Intellectual Property Rights. You acknowledge that no title to the Company Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Service, other than the rights expressly granted in this Agreement.

Your membership subscription to any BWN Media content provides you with a limited, non-exclusive, non-transferable, revocable right to subscribe to any content provided by BWN Media to your compatible device solely for your own non-commercial use. You understand and agree that you may not download, reproduce, modify, display, perform, transfer, distribute or otherwise use the downloaded content except as expressly provided in this Agreement. You understand and agree that you may not authorize, encourage or allow any downloaded content used or obtained by you to be reproduced, modified, displayed, performed, transferred, distributed or otherwise used by any other party, and you agree that you will take all reasonable steps to prevent any unauthorized reproduction and/or other use of them. If you breach this license you will be liable for damages incurred by BWN Media as well as other third party partners of BWN Media.

### **Privacy Policy**

You acknowledge that Company may collect and process "personal information" (i.e. information that could be used to contact you, such as full name, postal address, phone number or e-mail address), "financial information" (i.e. credit card numbers, bank account information or passwords) or "demographic and usage information" (i.e. information that you submit, or that we collect, that is neither personal information nor financial information but necessary for the proper functioning and billing of our Service, such as the date regarding the start and end and the extent of your usage of the service), in connection with the Service. We may pass on your personal information, financial information and or demographic and usage information to your cell phone service provider to secure collection of fees and such information collected by Company may be stored and processed in the United States or any other country in which Company or its agents maintain facilities. We may pass on your personal information, financial information and or demographic data and usage information to our strategic partners. By using the Service, you consent to any such transfer of information outside of your country. Your personal information, financial information and demographic information will be deleted no later than six months after termination of your subscription. Company may store your information beyond this date if that is required by law or contract.

### **Registration**

#### Registration Data.

If you opt to register for the Service on our Website, you agree to: (i) provide true, accurate and complete information about yourself as prompted by the registration form ("Registration Data") and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If Company has reasonable grounds to suspect that the Registration Data is untrue, inaccurate or incomplete, Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). You acknowledge and agree that we may rely on the Registration Data to send you important information and notices regarding your account and our Services. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate Registration Data, including, but not limited to, your failure to receive critical information about the Service or your account. You further agree that we (ourselves or through third party service providers) are authorized to verify such Registration Data.

#### Username and Password.

If you opt to register for the Service on our Website, you may be required to establish an account and obtain a username and password. You authorize us to process any and all account transactions initiated through the use of your username and password. You are solely responsible for maintaining the confidentiality of your username and password and must immediately notify us of any unauthorized use of your username and password. You acknowledge and agree that you are responsible for any unauthorized activities, charges and/or liabilities made through the use of your username and password. In no event will we be liable for the unauthorized use or misuse of your username and/or password. Company may need to change usernames allocated to certain of its Services and reserves the right to do so. You will be informed if this is necessary.

Access without Registration.

Company may provide you with access to some Services without you registering as a user, such as sign-up via SMS. In each such case your identification is based on means of identification that we deem appropriate, such as your mobile telephone number.

### **Problems Receiving Products**

If you order a product and are unable to download it or have difficulty receiving it, let us know immediately by contacting us at [contactus@eblackwealth.com](mailto:contactus@eblackwealth.com). You can also contact us at 1 (877) 728-3359. If we do not hear from you within ten days, it will be assumed that you have received your purchased product and everything is fine.

### **Fees**

The amount of the monthly fees for the Membership Subscription Plans to the Membership Benefits and Services are identified and available on the site. You agree to pay your annual or monthly fee that corresponds to the Subscription Plan you select in accordance with the fees in effect at the time of your membership subscription order. Unless otherwise indicated, the charges shall be invoiced on the bill from your credit card carrier. All fees are subject to change upon notice from Company. Company will provide you with reasonable notice of such change. If you do not accept the new fees (which will be applicable on a prospective basis only), you will have 14 days from the date of such notice to cancel your subscription plan and/or your account effective at the end of the calendar month. All fees are due immediately and are non-refundable, except as otherwise expressly noted.

### **Termination and Cancellation of Services**

To cancel your Subscription Plan, send an e-mail to [contactus@eblackwealth.com](mailto:contactus@eblackwealth.com) or contact 1 (877) 728-3359, and include in the subject area the text "Cancellation of Membership Subscription". Within the body of the email reference the name of the member, address and phone number of the member, user name and password of the member and all corresponding account numbers that you wish to be cancelled, and send the e-mail to [contactus@eblackwealth.com](mailto:contactus@eblackwealth.com) or contact 1 (877) 728-3359. The termination shall become effective at the end of the billing period in which you gave your notice of termination.

You agree that Company, at its sole discretion, may at any time terminate your use of the Membership Subscription Plan(s) or individual services provided via the Membership Subscription Benefit and/or change its benefit offering made available through the Membership Subscription, if Company believes that you have violated or acted inconsistently with this Agreement. You agree that upon termination of your access to the Membership Subscription Benefit and Service under any provision of this Agreement, Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Membership Subscription Benefit or Service. Further, you agree that Company shall not be liable to you or any third party for any termination of your access to the Membership Subscription Benefit or Service. If you cancel your account or Membership

Subscription Plan for any reason, Company will not refund any of your fees paid to date, except as expressly provided in this Agreement.

### **Warranties and Limitations on Liability**

THE BWN MEDIA SERVICE, MATERIALS AND WEB SITE, INCLUDING BUT NOT LIMITED TO SERVICES AND MATERIALS SUPPLIED BY THIRD PARTIES THROUGH BWN MEDIA, ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE WITH REGARD TO OUR CONTENT, INFORMATION, PRODUCTS, OR SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE FURTHER DISCLAIM THAT OUR SERVICE WILL BE FREE FROM BUGS, DEFECTS, OR ERRORS OR THAT THE SERVICE WILL BE ACCESSIBLE WITHOUT INTERRUPTION. BWN MEDIA ACKNOWLEDGES THAT ALL INFORMATION PRESENTED IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS INVESTMENT, LEGAL OR TAX ADVICE. IT IS IMPORTANT TO DISCUSS YOUR INDIVIDUAL INVESTMENT SITUATION WITH A QUALIFIED LEGAL, INVESTMENT AND OR TAX PROFESSIONAL PRIOR TO TAKING ANY ACTION.

BWN MEDIA FURTHER DISCLAIMS ALL WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE WITH REGARD TO OUR CONTENT AND ANY THIRD PARTY CONTENT DISTRIBUTED BY US, INFORMATION, PRODUCTS, OR SERVICES PROVIDED HEREUNDER.

1. BWN Media warrants that:  
Because you have chosen the appropriate Membership Subscription and have had the opportunity to review the description of their content prior to purchase, we accept no liability if the Membership Subscription is in any way found to be of unsatisfactory quality or otherwise not suitable for your particular purpose;
2. IN NO EVENT SHALL WE BE LIABLE TO YOU UNDER THIS AGREEMENT FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INFORMATION OR MATERIAL OF ANY KIND, LOST PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC DAMAGE, AND INJURY TO PROPERTY IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF THE SERVICES, THE TECHNICAL SYSTEMS, OR BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT. SUCH LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES
3. Our entire liability for any claim concerning its performance or nonperformance in connection with this Agreement or the conduct of the parties in furtherance hereof under any legal theory, whether contract, tort, product liability, breach of implied duty or otherwise shall be limited to the amount charged for the text services.

## **Indemnification**

You shall defend, indemnify, and hold harmless BWN Media (and its directors, officers, shareholders, employees, and agents) from and against all losses, damages, costs, and expenses, of every kind, including costs of court or arbitration and reasonable attorneys' fees and disbursements, that are based upon or otherwise in respect of any third party (i) claim, suit, demand, or action for the other party's breach of any of its representations, warranties, or obligations under this Agreement, or its acts or omissions, or (ii) claim, suit, demand, or action for infringement or violation of that third party's intellectual property or proprietary rights. The party seeking the defense, indemnification, and hold harmless protection of the other under this Section 12 shall (i) give the other party prompt notice, (ii) cooperate reasonably with the indemnifying party in any defense and settlement, and (iii) permit the indemnifying party to control the defense and settlement with counsel of its own selection.

## **Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to its principles of the conflict of laws.

## **Notices And Announcements**

Except as expressly provided otherwise herein, all notices to Company shall be in writing and delivered via overnight courier or certified mail, return receipt requested to:

BWN Media, LLC  
12603 Memory Lane  
Bowie, Maryland 20715

Company shall serve notices related to this contract by posting them on the Website or by sending them to the postal address or e-mail address you have given to Company or as a text message to your mobile telephone number associated with your account. Notices sent by mail shall be deemed received seven days after they were sent. Notices posted on the Website or sent by e-mail or as a text message shall be deemed received on the weekday following the day when they were posted or sent.

## **Dispute Resolution**

Other than with respect to one party's violation or alleged violation of the other party's (or its licensors') intellectual property rights or a breach of the confidentiality provisions of this Agreement, all disputes that cannot be resolved by the parties arising out of this Agreement shall be initially resolved in mediation. If, after mediation is attempted and the parties can not come to a settlement then the dispute will solely and finally be settled by arbitration. The arbitrator(s) shall be experienced in transactions of the kind represented by this Agreement. Arbitrations shall be conducted according to the Commercial Arbitration Rules of the American Arbitration Association and the place of arbitration to be agreed upon by both parties. All arbitration proceedings shall be conducted in private and all documentation and information pertaining to any arbitration shall be confidential information. Both BWN Media and You agree that the award of the arbitrator shall be

(i) the sole and exclusive remedy between them regarding any claims, counterclaims, or issues presented to the arbitrator, (ii) final, binding, and not subject to judicial review, and (iii) that judgment on the arbitration award may be entered and enforced in any court having competent jurisdiction over the parties or their assets. Notwithstanding the submission of any dispute to arbitration under this Agreement, the parties shall continue to cooperate and act in good faith to perform their respective obligations under this Agreement during any such arbitration.

**Severability**

If any provision of this Agreement is found invalid or unenforceable pursuant to a judicial or arbitration decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.

**Modifications**

Any modifications or amendments to these Terms and Conditions may be made from time to time by BWN Media at any time at their sole discretion and shall become effective on the date posted. Please check back regularly for any changes.

If you have any questions or comments, please let us know by contacting us immediately at [contactus@eblackwealth.com](mailto:contactus@eblackwealth.com).