## **Terms of Use**

#### AGREEMENT BETWEEN USER AND BandIt

The BandIt Web Site is comprised of various Web pages operated by BandIt.

The BandIt Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the BandIt Web Site constitutes your agreement to all such terms, conditions, and notices.

#### MODIFICATION OF THESE TERMS OF USE

BandIt reserves the right to change the terms, conditions, and notices under which the BandIt Web Site is offered, including but not limited to the charges associated with the use of the BandIt Web Site.

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#### NO UNLAWFUL OR PROHIBITED USE

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#### USE OF COMMUNICATION SERVICES

The BandIt Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
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- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
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SERVICE CONTACT: info@banditbody.com

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Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

# **Privacy Statement**

BandIt is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the BandIt Web site and governs data collection and usage. By using the BandIt website, you consent to the data practices described in this statement.

## Collection of your Personal Information

BandIt collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number. BandIt also collects anonymous demographic information, which is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites.

There is also information about your computer hardware and software that is automatically collected by BandIt. This information can include: your IP address, browser type, domain names, access times and referring Web site addresses. This information is used by BandIt for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the BandIt Web site.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through BandIt public message boards, this information may be collected and used by others. Note: BandIt does not read any of your private online communications.

BandIt encourages you to review the privacy statements of Web sites you choose to link to from BandIt so that you can understand how those Web sites collect, use and share your information. BandIt is not responsible for the privacy statements or other content on Web sites outside of the BandIt and BandIt family of Web sites.

## Use of your Personal Information

BandIt collects and uses your personal information to operate the BandIt Web site and deliver the services you have requested. BandIt also uses your personally identifiable information to inform you of other products or services available from BandIt and its affiliates. BandIt may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

BandIt does not sell, rent or lease its customer lists to third parties. BandIt may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, BandIt may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to BandIt, and they are required to maintain the confidentiality of your information.

BandIt does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

BandIt keeps track of the Web sites and pages our customers visit within BandIt, in order to determine what BandIt services are the most popular. This data is used to deliver customized content and advertising within BandIt to customers whose behavior indicates that they are interested in a particular subject area.

BandIt Web sites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on BandIt or the site; (b) protect and defend the rights or property of BandIt; and, (c) act under

exigent circumstances to protect the personal safety of users of BandIt, or the public.

#### Use of Cookies

The BandIt Web site use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize BandIt pages, or register with BandIt site or services, a cookie helps BandIt to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same BandIt Web site, the information you previously provided can be retrieved, so you can easily use the BandIt features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the BandIt services or Web sites you visit.

## Security of your Personal Information

BandIt secures your personal information from unauthorized access, use or disclosure. BandIt secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other Web sites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

## Changes to this Statement

BandIt will occasionally update this Statement of Privacy to reflect company and customer feedback. BandIt encourages you to periodically review this Statement to be informed of how BandIt is protecting your information.

#### **Contact Information**

BandIt welcomes your comments regarding this Statement of Privacy. If you believe that BandIt has not adhered to this Statement, please contact BandIt at <a href="mailto:info@banditbody.com">info@banditbody.com</a>. We will use commercially reasonable efforts to promptly determine and remedy the problem.